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CURRENT TOPICS.

IT IS UNDERSTOOD that the judge of the Queen's Bench Division who (as we announced last week) has consented to sit after the Christmas Vacation as an extra judge of the Chancery Division, is Mr. Justice WRIGHT. In the lists of the four judges of the Chancery Division before whom cases are set down there are about fifty actions marked with the letters "Q. B."; and a batch of these will be transferred to the above-named learned judge.

THOSE WHO have cases coming on before either division of the Court of Appeal are liable to be misled if they depend solely on the information given in the daily cause list. On Thursday last a list was given of appeals numbered with even numbers from twenty to fifty-two which are "reserved for Appeal Court No. 1." Then there is a note added that "on the days in next week when Admiralty appeals are taken in Court 1 the above Q. B. final list will be taken in Court 2." Besides this there is a list of appeals numbered with odd numbers which are to come into the paper of Court No. 2 "after to-day's list." The general effect of these notices appears to be that if certain appeals are not heard in Division 1 they will be heard in Division 2, thereby necessitating a double search. A little less of uncertainty in this matter would be appreciated.

IN MATTERS of law, especially when they are matters of discretion rather than of strict right, it is well sometimes to get back to first principles, and these, if what has been written in praise of the law be correct, will be found to be grounded on common sense. This is what Sir GEORGE JESSEL did in relation to contempt of court, and perhaps if more attention was paid to his very sensible dicta in *Plating Co. v. Ferguson* (17 Ch. D. 49) there would be fewer applications such as that recently made against the proprietors and publishers of the *Times*, the *Standard*, and the *Morning Post*. According to the late Master of the Rolls, the practice of applying for the committal of innocent people like the above ought to be discouraged as far as possible. It leads "to great waste of time and to a considerable amount of costs, and, unless the court is satisfied that the publication is a contempt which interferes with the course of justice, it ought not to interfere." And elsewhere he says that, in order to justify a committal for contempt, it must be shewn that the matter complained of is such that a person of ordinary intelligence conducting a newspaper must have known that the publication was an interference with the course of justice. Two principles, therefore, seem to be involved. The courts lean against such applications as being usually frivolous; for otherwise it would be improper to speak of them as wasting time and leading to needless costs; and actual interference, or at least a tendency to interfere, with the course of justice must be shewn. It may also be added, with respect to the matter complained of, that its main purpose should be studied, and subordinate expressions should not be laid hold of on which to hang a charge of contempt. Judged by these standards it is clear that the Divisional Court (POLLOCK and WILLS, JJ.) were right in dismissing the application in the present instance, and the only wonder is that they did not dismiss it with costs. When unfounded reports are being circulated, or when there is suspicion of them, it is the bare right of the party affected, and certainly no contempt, to obtain a denial as speedily as possible, and such denial is useless, of course, unless it is made public. But how can a printer of ordinary, or for that matter of extraordinary intelligence, be expected to scan with microscopic eye documents admitted by the court to be in themselves justifiable in order to see if perchance they contain expressions to which objection might possibly be taken? In the present case the main purport of the impugned letters was perfectly proper for publication, and the only improper part consisted of certain charges referred to by way of preface, and, as to which, the utmost that the applicant could prove was, not that they were untrue, but "untruthful." It is to be noticed, too, that the newspapers were not commenting on pending proceedings, but simply printing in good faith matter of public interest. The jurisdiction in respect of contempt of court is one which could ill be spared, but the way to preserve its efficacy is to exercise it only in cases where the course of justice is clearly interfered with, and to discourage all frivolous applications by saddling the applicants with costs.

A CORRESPONDENT, whose letter we print elsewhere, takes exception to the opinion recently expressed by us that a trustee-vendor ought to give a qualified undertaking for the safe custody of title deeds which he retains. It may be, as our correspondent points out, referring to Davidson's Conveyancing, 4th ed., vol.

2, part 1, p. 667 (a), that a trustee-vendor was not, before the Conveyancing Act, 1881, in strictness bound to enter into a covenant for production and safe custody so as to involve him in future personal liability; yet the authorities appear to be unanimous that it had become usual, in opposition to the practice of earlier times, for him to do so. The authority just mentioned, after repudiating any strict obligation to incur personal liability, proceeds to give the form "now commonly employed in such cases," imposing personal liability on the trustee only while the deeds are in his custody, and as far as practicable binding future holders of them; and the same view as to the custom is taken elsewhere (Wolstenholme & Brinton's Conveyancing Acts, p. 44; Hood & Challis' Conveyancing Acts, p. 40; Key & Elphinstone, vol. 1, p. 441; Prideaux, p. 20; Bythewood & Jarman, by Robbins, vol. 1, p. 257). The practice being thus clear, we pointed out that trustees had made the slightly more stringent form of the statutory undertaking, as compared with the former qualified covenant, a ground for giving no undertaking as to safe custody at all. There is no reason, however, why the change in the law thus introduced should relieve them from a liability which was formerly well recognized, and it appears to be irrelevant to affirm, as our correspondent does, that a proviso destroying altogether the personal liability of the trustee is repugnant and void. We are not aware that any such proviso has ever been suggested, and, as to the proviso merely limiting the liability of the trustee, which we did suggest, and which is frequently adopted, our correspondent appears to admit that it is valid. It may be also that, in spite of the intention of the parties, the old covenant did not bind a subsequent assignee of land from the covenantor who got possession of the deeds, though, if so, it is hardly necessary to insist, as our correspondent does, that future holders of the deeds were under no greater liability than the covenantor himself. If the covenant did not bind them, they were not concerned with the special qualification introduced into it. But no such question seems to arise on the statutory undertaking. Section 9, sub-section (12), of the Act of 1881 says that the rights conferred by an undertaking "shall have effect subject to the terms of the . . . undertaking, and to any provisions therein contained"; and the undertaking, as contained in the statute, imposes liability on the person giving it, and on every person having possession or control of the documents from time to time, but on each individual possessor or person so long only as he has possession or control thereof. If, then, the term is introduced that some particular possessor's liability is limited in a certain way, the undertaking is altered only to this extent, and the liability of all other possessors remains unimpaired. The liability does not run from one possessor to another as though by assignment, but is imposed upon each independently by force of the statute. It would seem, therefore, that an undertaking limited in the manner suggested is perfectly valid, and has, under the statute, an effect similar to that which the old qualified covenant was intended to have. It imposes on trustees liability only for their own acts, and also binds all future holders of the deeds. In this latter respect it does certainly give the purchaser more than he had under the old covenant, but merely in pursuance of the intention of the parties, and not to the prejudice of the trustee. Formerly the latter would have incurred liability for his own acts, and would have attempted, though ineffectually, to give the purchaser a right against future holders of the deeds. Why should the fact that the law now allows this to be done effectually be a ground for refusing the undertaking altogether?

THE RESOLUTION passed by the Committee of the Leasehold Enfranchisement Association, and forwarded to the Treasury, is the latest among the many signs that legislative interference in the management of building societies will have shortly to be attempted. A parliamentary inquiry into their financial position and legal status, such as the committee suggest, would, however, be a tedious, and perhaps an unnecessary, preliminary to legislation. It is already tolerably clear on what lines reform would have to proceed. Certain suggestions on the subject, which are entitled to all respect, have recently been made by Mr. BRABROOK, the Chief Registrar of Friendly Societies, but these seem hardly to go far enough. He would secure to members power to

inspect the books of the society, and thereby ascertain for themselves in what way its affairs are being carried on, and whether the directors are keeping within the scope of its legitimate business. In various ways he would make the annual audit, already provided for by section 40 of the Building Societies Act, 1874, more efficient. Thus he would have the present undefined attestation of the auditors made precise by requiring them to attest that the accounts are correct, duly vouched, and in accordance with the law; he would fix a time for the audit and a form for the statement of accounts, the latter distinguishing mortgage securities on which payments have been duly kept up from those where default has been made, and under which the society has had to take possession; and he would require the auditors to inspect the mortgage deeds, though not of course to testify to their genuineness. So, again, he would amend the law as to recovering penalties under section 43 for false returns. At present these can only be recovered from the officer who wilfully makes a false return, but if they could be recovered from the society, or any of its responsible directors or officers, a much more efficient oversight would be secured. And, lastly, he would enable a minority of the society, say one-tenth of the members, to require the registrar to appoint inspectors, who should have authority to call the officials before them, and to examine them upon oath touching the affairs of the society. The business of the society would thus be kept under the control of the members, and Mr. BRABROOK does not advocate any scheme of public auditing or periodical Government inspection. We doubt, however, whether his reforms, valuable enough as far as they go, would prove sufficient to check irregularities such as those which recent events have brought to light. A small depositor, who has selected a building society on the strength of its apparent respectability and the extent of its operations, is rarely in a position to exert any effective control over it, and the larger the society the less likelihood there is of his interference. It seems to be no undue extension of Government control to afford him a public guarantee that the business of the society is being conducted in accordance with its legitimate objects. Such guarantee requires, of course, the institution of an official audit, and of regular inspection. It is also essential that where a building society carries on a banking business the depositors should not be liable to be told by the liquidator, when a winding up supervenes, that the borrowing power has been exceeded, and that the society owes them nothing. Proceeding upon these lines, it should not be difficult to produce an efficient scheme of control, and also to revise the technical rules of law which have frequently effected great injustice in the distribution of funds.

THE DEVICE of procuring two separate conveyances, whether genuine or forged, of the same piece of land, and then making separate titles under them, naturally involves the unfortunate purchasers in legal complications. In *Taylor v. Russell* (1892, A. C. 244) one of the deeds was forged, and the legal estate happening by an oversight to be outstanding, the purchaser who was lucky enough to get it in obtained the preference. In the recent case of *Onward Building Society v. Smithson* (41 W. R. 53), where the fraud seems to have been the work of the same person as in the previous case, both of the deeds were genuine, and the owners of the land had in fact conveyed it twice over. But the result was the same as regards the purchaser whose title was defective, and on him the loss has been allowed to fall. In 1875 SMITHSON's trustees conveyed the land to TOWARD, and in the following year he mortgaged it to the Bishop Auckland Building Society. In 1877 TOWARD, who was agent for SMITHSON's trustees, and in whom they had perfect confidence, prepared another conveyance to himself of the same land which they executed, and under this he mortgaged the land to the Onward Building Society, the plaintiffs in the action. The conveyance to TOWARD of 1877 contained the usual covenants for title, including a covenant by the trustees that they had not incumbered, and one by SMITHSON, the beneficial owner, that he had full power to convey, and it was for breach of these covenants that the action was brought. At first sight it would seem as though, inasmuch as the fraud was assisted by the negligence of the conveying parties, they were the parties to bear the burden of the loss

which it had caused, and *KEKEWICH, J.*, decided against them; but a more careful examination appears to justify the opposite conclusion arrived at by the Court of Appeal. It is clear that the fraud committed by *TOWARD* against the defendants was not such as to make the deed void, and so support a plea of *non est factum*. For this there must have been some misrepresentation as to the contents of the deed, and all other fraud attending its execution is regarded as merely collateral, and not of necessity vitiating the deed itself: *Hunter v. Walters* (20 W. R. 218, L. R. 7 Ch. 75) and *National Provincial Bank of England v. Jackson* (34 W. R. 597). At the same time, although not void, it was at least voidable. It is clear that *TOWARD* himself could not have sued upon it, and the plaintiffs, who were merely assignees from him, could not be in a better position than himself. The only way out of this difficulty was to contend that the defendants were estopped by their deed from alleging their want of title; and this was the point in the case which was chiefly argued. But unfortunately for the plaintiffs the doctrine of estoppel by deed is subject to certain well-defined limitations, and in particular the statement relied upon must be precise. Hence a recital that the grantor is legally or equitably entitled to the estate conveyed is not a statement that he has the legal estate so as to create an estoppel: *Jefferys v. Bucknell* (2 B. & Ad. 278). And so, too, where the recital is that the grantor is seised or otherwise well and sufficiently entitled, for these words are satisfied by his having the equitable estate: *Heath v. Crealock* (23 W. R. 95, L. R. 10 Ch. 22). Again, as was pointed out by *JESSEL, M.R.*, in *General Finance Co. v. Liberator Building Society* (27 W. R. 210, 10 Ch. D. 15), a covenant for full power to convey does not imply any precise statement that the covenantor has the legal estate, for he might have such power without having the legal estate, and he doubted, moreover, whether a covenant could raise an estoppel at all. The decision of the Court of Appeal in the present case followed these authorities, and as the defendants were not estopped from alleging their want of title, and as, apart from this, they could repudiate the deed on the ground of fraud, the consequence followed that they were under no liability under the covenants.

THE CASE of *Easton v. Landor* (reported *ante*, p. 64) shews—what, from a professional point of view, hardly needed to be shewn, even if the lay mind of trustees be ignorant of, or be apt to forget, it—that a trustee is not in all cases entitled to his costs. The case in question was one of misconduct. The defendant, who was the surviving trustee of a settlement, committed a breach of trust by applying part of the proceeds of sale of real estate subject to the trust in the purchase of an equity of redemption of a farm in his own name and for his own benefit. A writ was issued and judgment obtained. Accounts and inquiries were taken, which the defendant attended; and on further consideration he was not allowed costs subsequent to judgment. The Court of Appeal confirmed the non-allowance of *NORTH, J.* The only case which appears to have been cited to support the defendant's appeal was, we should have thought, a somewhat weak staff to rest upon, as in fact it proved. It is true the report of the judgment in *Hewett v. Foster* (7 Beav. 348) speaks, though in perhaps somewhat general terms, of "the trustee being clearly entitled to have his subsequent costs," but to rely on any such case is only an instance of the danger of attempting to generalize from what really, when looked at with a very little carefulness, amounts only to a particular authority; it does not necessarily say—it scarcely even *prima facie* says—more than that, the trustee there having committed a breach of trust, was not, in the particular circumstances, considered by the court to have disentitled himself to costs subsequent to decree; or, in other words, every breach of trust does not disentitle a trustee. It is quite conceivable, as it was urged was the present case, that, though an action or some proceeding may be necessitated or brought about, in the first instance, through a trustee's misconduct, all the subsequent proceedings and inquiries may not have been the necessary and proper consequence of the misconduct, but would, or some of them would, have been required had there never been any breach of trust at all. That may, doubtless, be so; but, there being misconduct to start with, and costs being put thereby

in the discretion of the judge, it may not be a very unreasonable position for the court to take, to say in such a case either that, though all the costs are not necessarily traceable to the misconduct, yet the whole conduct of the trustee has been such that he does not deserve any costs, or—which may seem to commend itself more to the legal mind—that the court will not take upon itself to discriminate minutely between what costs are and what are not distinctly attributable to the misconduct when the proceedings in general were due to it in the first instance. As to the general principle of a trustee being only deprived of his costs for misconduct, we need only refer to what *LORD SELBORNE* says in *Cotterell v. Stratton* (8 Ch. 295). There (at p. 302) he says: "The contract between the author of a trust and his trustees entitles the trustees, as between themselves and their *cestuis que trust*, to receive out of the trust estate all their proper costs incident to the execution of the trust," and "These rights, resting substantially upon contract, can only be lost or curtailed by such inequitable conduct on the part of a trustee as may amount to a violation or culpable neglect of his duty under the contract." And in *Charles v. Jones* (33 Ch. D. 80) *LORES, L.J.*, says (at p. 84), speaking of the analogous case of a mortgagee: "A mortgagee has an absolute right to costs unless they are forfeited by misconduct; if they are forfeited by misconduct, then they are within the discretion of the judge."

WHERE A MANOR is put into strict settlement, a question sometimes arises, Who can exercise the rights and duties of the lord of the manor during the minority of a tenant for life or in tail by purchase? The answer must depend on the form of the settlement. If it contains a direction to the trustees to "enter into possession or the receipt of the rents and profits of the hereditaments hereby settled" during the minority, or words to the like effect, the trustees take an estate in the manor during the minority, and therefore they can act as lords during the minority, and all fines which are casual profits, must be received by them and dealt with as directed by the settlement. A question of some nicety may occur if the trustees are directed to enter into and take the rents and profits of "the land hereby settled." But in this case, as it is the duty of the trustees to enter on the demesne lands, it is barely possible to suppose that the settlor intended to leave a bare seignory in the infant, and, as a manor may pass by the word "land" (*Elphinstone, Norton, and Clark on Interpretation*, 595), it is tolerably clear that the trustees become the lords. If, however, there is no direction of the nature above mentioned, the infant remains lord until the trustees enter under the power conferred on them by the Conveyancing Act, 1881, s. 42, and can exercise all the powers of a lord by his guardian, and can take the fines, for which his guardian can give a receipt. From and after the time when the trustees enter under the statutory power above referred to, they appear to become the lords. The rights of the infant or of the trustees to be lord are not interfered with by a term to secure the payment of money which is prior to their estates, for if the contrary were the law every mortgagee having a legal estate would be lord (*Grigg v. Gibson*, 14 W. R. 819). In the last-mentioned case it was held that a mere direction that the trustees should receive the rents during the minority, not authorizing them to take possession of the hereditaments, gave them no estate, and that therefore they were not lords—a somewhat doubtful decision.

LORD JUSTICE LINDLEY will preside at the annual general meeting of the *Barriers' Benevolent Association*, which will be held in the *Middle Temple Hall* on Tuesday, the 13th inst., at 4.30 in the afternoon, when all members of the *Inns of Court* are invited to be present.

The *London correspondent of the Scotsman* says that for some years the judicial members of the *House of Lords* have been in the habit of expressing regret that in shipping disputes they had not, like the courts below, the assistance of nautical assessors. By an Act passed last session that defect was remedied, and on Thursday last week, for the first time, two nautical assessors sat in the body of the *House* along with the *Lord Chancellor*, *Lord Watson*, *Lord Ashbourne*, and *Lord Morris*. The appeal arose out of a collision in the *North Sea* of two fishing smacks. The question was one on which the courts below differed, and technical knowledge was no doubt of great value in helping the *House* to come to a speedy decision.

WRITS SPECIALLY INDORSED.

We have on several previous occasions called attention to the working of the machinery provided by ord. 3, r. 6, and ord. 14, r. 1, for obtaining a rapid judgment in simple and practically undefended actions; and we have ventured to express regret at certain decisions which, in our view, tended to impair the efficient working of that machinery.

The much-vexed question as to whether a claim for interest can properly be made in a special indorsement on a writ may now be considered to have been set at rest. The case of *Elliott v. Roberts* (36 SOLICITORS' JOURNAL, 92), which gave rise to a great deal of discussion, has now been shorn of its significance by the judgment of the Court of Appeal in *Lawrence & Sons v. Willcocks* (40 W. R. 419; 1892, 1 Q. B. 696; following the judgment of the Divisional Court in *London and Universal Bank v. Earl of Clancarty*, 40 W. R. 411; 1892, 1 Q. B. 689, and *Blood v. Robinson*, 36 SOLICITORS' JOURNAL, 203). The result of these decisions may be said to be, that, where the interest claimed can be considered as liquidated damages, whether provided for by a contract or awarded by a statute (as, for instance, in the case of a bill of exchange, by section 57 of the Bills of Exchange Act, 1882), then a claim for interest may be included in a specially-indorsed writ without vitiating it or preventing the plaintiff from obtaining leave to sign judgment under ord. 14, r. 1; but where the interest is not stated in the indorsement to be expressly due upon a contract, or is not given by statute, but is in the nature of unliquidated damages (as was the case in *Ryley v. Master and Sheba Gold Mining Co. v. Trubshawe*, 40 W. R. 381; 1892, 1 Q. B. 674), then the insertion of a claim for interest takes the writ out of the category of specially-indorsed writs, and recourse cannot be had to the procedure under order 14. *Elliott v. Roberts*, it is true, was an action upon a bill of exchange, but it must be supposed that the fact of its being a money-lender's action and the very high rate of interest claimed (£25 per cent.) made the court unwilling to allow the claim to succeed without a trial of the action, or even to permit moderate interest to be recovered under the power conferred on them by the Bills of Exchange Act, 1882, s. 57, sub-section (3), of regulating the rate of interest. But, in the light of the decision of the Court of Appeal in *Lawrence & Sons v. Willcocks*, *Elliott v. Roberts* must be considered as of doubtful authority.

The minds of lawyers have, however, been exercised of late by another question, and one of considerable difficulty, as to the possibility and the effect of an amendment by a plaintiff of a writ which was not in the first instance "specially indorsed" within the meaning of ord. 3, r. 6. In the case of *Gurney v. Small* (1891, 2 Q. B. 584) it was held (by WILLS and CHARLES, JJ.) that where the indorsement on a writ was amended after the issue of a summons for judgment under order 14 by striking out an unliquidated demand, there was no jurisdiction to make an order giving the plaintiff leave to enter final judgment. The terms of ord. 14, r. 1, whereby the jurisdiction to give leave to enter final judgment is conferred, only refer to cases "where the defendant appears to a writ of summons specially indorsed under ord. 3, r. 6." If, therefore, the writ was not so specially indorsed at the time when the defendant appeared to it, it seemed difficult to hold that a subsequent amendment of the writ would bring the case within the terms of order 14. And it was under the pressure of this difficulty that the court gave its decision in *Gurney v. Small*. It is to be noticed, however, in this case, that the order for final judgment which was under appeal was made upon a summons under order 14 issued at a time when no specially-indorsed writ was in existence; and, as WILLS, J., in the course of his judgment observes, "It is necessary that at the time when the summons under order 14 is taken out, the indorsement on the writ should be in the required form." He adds, however, the following remarks: "It has been suggested that, after amendment of the indorsement, a fresh summons under order 14 might properly have been taken out without the necessity of a fresh appearance by the defendant, and I do not say that that would not be sufficient. I desire to offer no opinion on that point; it may be that the defendant might properly allow his original appearance to stand as an appearance to the amended

writ, and that upon the issue of a fresh summons the conditions would be held to be complied with, and the jurisdiction of the court would attach."

In a previous article (36 SOLICITORS' JOURNAL, 376) we referred to these remarks of the learned judge as suggesting a loophole of escape from the consequences of a decision which rendered the useful procedure under these orders liable to be defeated beyond redress by what is, after all, a mere technicality. Trifling defects can usually be cured by the full powers of amendment conferred upon the court by the rules, and it is surely to the public advantage that the procedure by which a judgment can be obtained in a reasonably short time should be no exception to the principles upon which amendments are permitted. We are glad to see that the loophole has now been expanded into a fairly commodious door of egress. In the case of *Paxton v. Baird* (reported elsewhere) the defendant had appeared to a writ which was, in the first instance, bad (as a specially-indorsed writ) by reason of a claim for unliquidated interest having been added to a liquidated claim for money lent. A summons for judgment under order 14 having been taken out, unconditional leave to defend was granted, upon the ground apparently that the writ was not specially indorsed. On a subsequent application, leave to amend by striking out the claim for interest was granted, and an order was added—according to the practice which has prevailed in some chambers—that the defendant's appearance should stand as an appearance to the writ as amended. Upon a fresh summons under order 14, leave to sign judgment was granted by the master and confirmed by CHARLES, J., in chambers. An appeal from this decision was dismissed by a divisional court (LORD COLERIDGE, C.J., and WILLS, J.), their decision being that the defendant's appearance to the original writ stood as an appearance to the amended writ, not by virtue of the master's order to that effect—which, in the opinion of WILLS, J., was inoperative—but because to hold otherwise would be to allow a technicality to override the intention of the rules, and would cause unnecessary hardship and expense. It is difficult to see—and the court did not explain—what became of the order on the first summons under order 14 giving unconditional leave to defend, but the decision is welcome as being in harmony with the spirit of our rules of practice as to allowing amendments which will facilitate the course of the litigation without inflicting hardship upon the parties, and as setting at rest the doubts raised by *Gurney v. Small* as to the possibility of ever amending the indorsement on a writ so as to bring it within the provisions of order 14. Neither is the decision in *Gurney v. Small* inconsistent with that in *Paxton v. Baird*: if the plaintiff in the former case had amended his indorsement and taken out a fresh summons for judgment he would have brought himself within the rule as now laid down by the Divisional Court. It is satisfactory also to observe that the two judges who decided *Gurney v. Small* have independently arrived at the recent decision which removes the difficulties suggested by that case, and which ought to make the machinery for obtaining a speedy judgment run more smoothly.

LEASES UNDER THE SETTLED LAND ACT, 1890.

By the effect of the Settled Estates Act, 1877, and of the Settled Land Act, 1890, leases of the settled land, exclusive of the principal mansion-house and the pleasure grounds, park, and lands, if any, usually occupied therewith, can be granted by a tenant for life or a tenant in dower for terms not exceeding twenty-one years, notwithstanding that there are no trustees of the settlement for the purposes of the Settled Land Acts, or, if there are such trustees, without giving notice to them. But the lease must be at a rack rent, the lessee must not be made punishable for waste, and he must execute a counterpart. We propose in this article to discuss the meaning of the proviso that the lessee be not made punishable for waste.

Waste may be divided into (1) permissive waste—i.e., waste which consists in mere passive conduct which permits decay, as, for example, not keeping the gutters of a house free from birds' nests, the effect of which is to cause the water to overflow and to produce rot in the woodwork of the house; (2) voluntary waste—i.e., waste that arises from some act of the tenant which amounts

to destruction or alteration of the premises in question, such, for example, as altering the elevation of a house, pulling it down, ploughing up ancient meadow land, or opening mines. An act may amount to waste though it may add to the value of the property, as, for instance, where it consists in making additions to a house; it should, however, be observed that erecting a new house by a tenant is not waste unless it can be shown that the erection is an injury to the inheritance (*Jones v. Chappell*, L. R. 20 Eq. 539).

By virtue of the Statute of Marlebridge (52 Hen. 3, c. xxiv.) a tenant for years is liable for permissive waste. The words of the statute—"non faciunt vastum"—are commented on by Coke, 2nd Inst. 145, where he says: "*Non faciunt*. To do or make waste, in legal understanding in this place, includes as well permissive waste, which is waste by reason of omission, or not doing, as for want of reparation, as waste by reason of commission, as to cut down timber trees, or prostrate houses, or the like; and the same word hath the Statute of Gloucester, c. 5. *Que aver fait waste*, and yet is understood as well of passive, as active waste, for he that suffereth house to decay which he ought to repair, doth the waste; and, therefore, if a man maketh a lease for years by indenture of a house and lands, upon condition, that if it happen the lessee do any waste, that the lessor shall re-enter, in this case if the lessee suffer the houses to be wasted, the lessor shall re-enter, so as this word *facere*, hath not only this signification in a penal statute, but in a condition also." Notwithstanding some doubts that have arisen (see 2 Wms. Saund. 646, ed. 1871) it appears to be well established that this remains the law at the present day: *Yellowly v. Gower* (11 Ex., at p. 293), *Davies v. Davies* (38 Ch. D. 499, see p. 503).

On the other hand, as the Statute of Marlebridge did not extend to lessees at will, and as they were not liable for permissive waste at common law, they are not at this day, in the absence of special contract, liable for permissive waste: *Lit. s. 71*; *The Countess of Shrewsbury's case* (5 Rep. 136); *Gibson v. Wells* (1 B. & P. N. R. 290); *Harnett v. Maitland* (16 M. & W. 259); *Panton v. Isham* (3 Lev. 359; s. c. 1 Salk. 19). It is, however, to be noticed that where a person is tenant at will to a tenant for years, the latter may have his action against his tenant for will in respect of permissive waste on the ground that he himself is liable to his lessor: see *Cudlip v. Rundle* (Carth. 202) and the report of *Panton v. Isham* (1 Salk. 19). Where any fixtures are removable by the tenant either at common law or under a statutory authority the act of removing them is not waste.

It should, perhaps, be observed that the burning of a house by negligence or mischance is waste at common law (*Co. Lit. 53b*). By 6 Anne, c. 31, repealed by 12 Geo. 3, c. 73, s. 46, but re-enacted by 14 Geo. 3, c. 78, s. 86 (the operation of which is not restricted to those districts to which some of the clauses of the Act are restricted: *Filliter v. Phippard*, 11 Q. B. 347), it is provided that no action, &c., shall be prosecuted against any person in whose house a fire shall begin accidentally, but not so as to defeat any agreement between landlord and tenant. It has been decided that the Act does not apply in cases where the fire is produced by negligence (*Filliter v. Phippard*, 11 Q. B. 347). The result appears to be that destruction of a house by mere accident is not accounted waste at the present day.

If, then, we wish to make a lease which shall be valid under the Settled Land Act, 1890, or the Settled Estates Act, 1877, so far as regards waste, we must be careful not to free the tenant, either expressly or by implication, from those repairs which he is bound to do either at common law or by statute. For example, a lease in which the landlord is to do the outside repairs, or where he is to rebuild in case of fire (other than accidental fire), frees the tenant by implication from doing those repairs which are cast on him by law, and therefore operates as allowing him to commit waste; and therefore a lease containing either of these provisions will not be good under either of these Acts. Perhaps the most striking example of the importance of not exempting the tenant from the performance of any of the duties cast on him by law as to restoring things wasted is afforded by *Davies v. Davies* (38 Ch. D. 499), where a lease, made under the Settled Estates Act, was held to be bad because it exempted the tenant from liability for "fair wear and tear and damage by tempest."

It appears very doubtful whether liberty can be given to the tenant to make structural alterations in the house. Possibly this may be supported under the doctrine of *Jones v. Chappell* (L. R. 20 Eq., at p. 541), where JESSEL, M.R., says: "As I understand the law the erection of buildings which improve the value of land is not waste. In order to prove waste you must prove an injury to the inheritance." It must be remembered that it is not every alteration that a tenant is willing to make at his own expense which is harmless to the inheritance. One can easily conceive cases in which the alteration may render it difficult to let a house, having regard to the nature of houses in demand in the neighbourhood.

In a farming lease care must be taken not to allow the tenant to cut timber, grub underwood, or plough ancient meadow land. Strictly speaking, he ought not to be allowed to lay down arable land as permanent pasture, except with the consent in writing of the landlord for the time being: see the Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61), s. 3.

THE LONDON CHAMBER OF ARBITRATION.

II.

REFERENCES may be (1) heard orally, or (2) determined on a special case—before or by (a) a single arbitrator, (b) two arbitrators and an umpire, or (c) three arbitrators. The choice of the arbitrator or arbitrators rests, in the first instance, with the parties themselves, but if they fail to make, or cannot agree upon, the appointment, the registrar makes the selection. The right of choice is, of course, limited to the approved list. The choice of an umpire rests, in the first instance, with the two arbitrators; but here, again, the registrar may and will intervene in the case of difference or of default. In most points the procedure in the London Chamber of Arbitration closely follows the law. A submission is not to be revoked by the death of any party, and may, at the instance of any party, be made a rule of court. The usual powers to proceed *ex parte*, to administer oaths, to order the production of documents, to enlarge the time for making awards, and to sit *de die in diem* are conferred on the arbitrators and umpires.

The following points are, however, sufficiently distinctive to deserve notice:—(1) If a reference is to two arbitrators, the umpire may, if the parties so agree, sit with the arbitrators at the holding of the arbitration, and in such case if the arbitrators cannot agree, may make his award either with or without further hearing as he may think fit. (2) When a case is referred to three arbitrators the award of two of them is sufficient, and the dissenting arbitrator is not permitted to offer any protest or assign any reasons for his dissent. If no two of three arbitrators agree in making an award, the registrar thereupon selects three new arbitrators to hear and determine the matters, and the proceedings begin afresh, unless all parties to the reference otherwise agree. (3) While the costs of the reference and award are in the discretion of the arbitrator, arbitrators, or umpire, the latter cannot (as under the Arbitration Act, 1889) give costs on the solicitor or client scale. (4) If any party desires to be represented by a barrister or a solicitor, he is required to give five days' notice of his intention to the registrar, who forthwith communicates the information to the other party. Any party may appear at the hearing (if he is not represented by a professional advocate) by a clerk or other person in his actual or permanent employ, or in case he resides and carries on business at a distance of more than fifty miles from the Guildhall by his London permanent business agent. Every person, however, other than a professional advocate, appearing as the representative of any party must file with the registrar a letter of authorization, signed by such party, otherwise he is not, without the consent of all the other parties, allowed to take any part in the proceedings. (5) The following is the prescribed scale of fees: for each arbitrator and umpire, £2 2s. for the first hour, and £1 1s. for each subsequent hour of the sitting; £4 4s. for the determination of a special case jointly stated: the above scale applies unless the parties enter into an agreement, to be indorsed on the submission, to pay specified fees of a larger amount; the office fees are limited to £1 1s., a sum which includes the registrar's attendance, forms, room, &c., but not stamp duties, and "no further fee is payable to the registrar by any party to a submission in respect of the facilities for arbitration afforded by the chamber." The fee of the legal assessor for each day on which he is engaged for a period (a) not exceeding three hours, is £5 5s., and (b) exceeding three hours, is £10 10s.; witnesses, counsel, and solicitors are to be remunerated on the High Court scale, but counsel and solicitors are to receive fees for attendances at the hearing only; a charge of fourpence per folio of 72 words is made on copies of documents supplied by the registrar.

The Chamber of Arbitration both resembles and differs from the Continental Tribunal of Commerce—we use the term “Tribunal of Commerce” in its generic sense, as including the French and Belgian *Tribunaux de Commerce*, the German *Handelsgerichte*, and even the Dutch committees. Like its Continental analogue, it represents the desire (to which the regular courts of law have but imperfectly ministered) of the commercial community for cheap and prompt justice, and for the application of specialized knowledge to the settlement of commercial disputes. On the other hand, unlike the Continental Tribunal of Commerce, the London Chamber of Arbitration is essentially an extra-judicial organization, its jurisdiction is not compulsory, its arbitrators are paid, and it has not provided itself *ab initio* with any adequate substitute for the strict rules of evidence which it discards. Whether this novel enterprise is destined to succeed or to collapse we cannot of course predict. But Lord Macaulay's New Zealander will not fail to record his wonder at the professional apathy which rendered such a departure not only possible, but inevitable.

REVIEWS.

THE SMALL HOLDINGS ACT, 1892.

THE SMALL HOLDINGS ACT, 1892, AND THE STATUTORY PROVISIONS INCORPORATED THEREIN. By HORACE E. MILLER, LL.B., Barrister-at-Law. TOGETHER WITH A PREFACE. By the Right Honourable JESSE COLLINGS, M.P. Waterlow & Sons (Limited).

In his preface to this little work Mr. Jesse Collings expresses the opinion that the Small Holdings Act, 1892, is, when regarded from a social and economic point of view, “one of the most important that has been passed during the present generation.” An accurate and intelligent guide to a statute of such importance can hardly fail, therefore, to secure public appreciation, and the present manual certainly fully deserves to be so considered. In an introduction of twenty-two pages the author takes a clear and comprehensive survey of the object and scope of the Act, which, to those who have to carry out its enactments, or who desire to invoke its aid, will be of great practical utility. The sections of the Act itself, with copious notes, where such are required, are then set out, and constitute, of course, the pith and marrow of the work. The notes to section 1, sub-section (2), and to sections 4, 6, 9, and 17 may be cited as specially indicative of the careful criticism to which the author has subjected the provisions of the Act. The appendices comprise forms of petitions to county councils under the Act, the rules and forms which have been issued under section 10 of the Act, and an order of August last as to fees. An index, which might, however, with advantage be somewhat amplified, is given at the end of the volume.

THE SMALL HOLDINGS ACT, 1892, WITH INTRODUCTION AND NOTES, AND AN APPENDIX, CONTAINING THE RULES, FORMS, AND SUGGESTIONS OF THE LAND REGISTRY IN REFERENCE THEREON. By ARTHUR E. B. SOULBY, of New Malton and Pickering, Solicitor. Malton: R. J. Smithson; London: Simpkin, Marshall, Hamilton, Kent, & Co.

In the main this handy volume consists of a print of the Small Holdings Act and the rules recently made thereunder, with the suggestions issued by the Land Registry as to registration of title by county councils. To these the author has added an introduction setting out the general design and substance of the Act, and to the sections of the Act itself he has appended a number of practical notes. His position as secretary of the Yorkshire Union of Agricultural Clubs and Chambers of Agriculture entitles him to speak on the subject with authority, and he chronicles various instances in which the suggestions of the union have been embodied in the Act. The book is said to be intended rather for county councillors and the general public than for lawyers, but the latter class will also find it useful to have the new law of small holdings in so convenient a form.

LEGAL DIARY.

WATERLOW BROTHERS & LATTON'S LEGAL DIARY AND ALMANACK FOR 1893. Waterlow Brothers & Layton (Limited).

This useful and well-arranged work is provided with an ingenious mode of indexing all the names and matters with regard to which there are entries in the diary. The paper of the diary is of good quality, and there is an immense mass of information, including, of course, the usual law lists.

BOOKS RECEIVED.

The Law of Marriage and Family Relations. A Manual of Practical Law. By NEVILL GEARY, M.A., Barrister-at-Law. Adam & Charles Black.

A Manual of Railway Law. By FRANCIS MONTAGU PRESTON, B.A., LL.B., Barrister-at-Law. Adam & Charles Black.

Selden Society.—Leet Jurisdiction in the City of Norwich during the Thirteenth and Fourteenth Centuries, with a Short Notice of its Later History and Decline, from Rolls in the possession of the Corporation. Edited for the Selden Society by the Rev. WILLIAM HUDSON. Bernard Quaritch.

The Annual (Winding-up) Practice, 1893, being a Collection of the Statutes, Orders, and Rules relating to the Practice as to the Winding up of Companies under the Companies (Winding-up) Act, 1890. By Mr. Registrar EMDEN and THOMAS SNOW, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

A Digest of the Death Duties. With numerous Examples illustrating their Incidence. By A. W. NORMAN, B.A., B.Sc., of the Legacy and Succession Duty Office. William Clowes & Sons (Limited).

CORRESPONDENCE.

THE OFFICIAL RECEIVER IN BANKRUPTCY AND POOR DEBTORS.

[To the Editor of the Solicitors' Journal.]

Sir,—In May, 1890, two poor clients of mine, who had been very unfortunate in business, instructed me to file their petition in bankruptcy in London. To enable them to do this, they borrowed sufficient money from a friend and deposited as security two policies of life assurance, one upon each life. The matter proceeded, and my clients inform me that the chief official receiver refused to pay the amount owing and to take over the policies, on the ground that they were not worth more than the amounts advanced upon them. This was quite true at that time. However, these poor men struggled hard and kept their policies alive, and some few months ago the debtors, who have been working, since the bankruptcy, at weekly wages, saved sufficient money and paid off their friend, and obtained back their policies for their own benefit, as they thought. This they did without consulting me. On attempting to deal with their policies they were informed that they must obtain the consent of the official receiver. Upon applying to that gentleman he immediately claimed the proceeds of the policies under section 44, sub-section 2 (i.), of the Bankruptcy Act, 1883. Some negotiation took place, and ultimately, on the 13th of September, 1892, a letter was written to me by Mr. C. A. Pope, assistant official receiver, from which the following is an extract:—

“The market value of these two policies is about £36. Their surrender value is £33 11s., and that is the price which the official receiver requires for them. But he is afterwards empowered to entertain an application by the debtors for allowances under section 64 to partly reimburse them for their services in bringing assets to credit.”

After this the debtors endeavoured to scrape up £33 11s., and so obtain the benefit of their policies; but they were unable to do so, and the official receiver surrendered same. Thereupon, relying upon the letter of the 13th of September, 1892, I wrote to Mr. C. A. Pope on the 14th inst. and asked him to make to the debtors an allowance for their services, and in reply I have received a letter dated the 15th inst., from which the following is an extract:—

“The letter you mention was written subject entirely to the debtors' purchasing the policies in question. This arrangement they did not carry out, and the terms of the Board of Trade authority do not include any allowance to the debtors if the policies were merely surrendered.”

This I submit to you, Sir, is a mere quibble, and I trust you will insert this letter, as I consider that the way in which these poor fellows have been treated is a blot on the administration of the Bankruptcy Act.

J. D. B. LEWIS.

20, Bucklersbury, E.C., Nov. 30.

THE PRODUCTION AND CUSTODY OF TITLE DEEDS.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to your article of November 5 on this subject, so far as it alleges it as a hardship on persons purchasing from trustees that they should not get the undertaking for safe custody as well as the acknowledgment of right to production, may I suggest that it is at least doubtful whether a trustee-vendor was, before the Conveyancing and Law of Property Act, 1881, bound to covenant, and thereby make himself personally liable in damages: see Davidson's Conveyancing, 4th ed., vol. 2, pt. 1, p. 667 (a)? No doubt he sometimes did so. Moreover, if he tried to qualify the undertaking (as the article suggests) so as to limit or destroy his personal liability, I take it that, in the first case, he could not make future holders of the deeds subject to a larger liability than his own, so that the limitation would last as long as the undertaking; and that, in the second case,

the limitation would be void for repugnancy (*Williams v. Hathaway*, 6 Ch. D. 544).

Before the Act, a covenant for safe custody only bound the covenantor. The only remedy was damages. A subsequent assignee of land from the covenantor who got from the covenantor possession of the deed was not liable, as the burden of a covenant which creates a money claim does not run with land so as to create a liability in the assignee. The result is:—

First, that the only remedy, before the Act, on a covenant for safe custody by a trustee-vendor was for damages against him personally.

Secondly, that the remedy on an undertaking by a trustee-vendor is for damages, not only against him personally while having the deeds, but also against their holder for the time being.

Thirdly, that a proviso in an undertaking that the trustee himself shall not be liable is repugnant and void.

Fourthly, that a trustee-vendor cannot properly be asked, now, to give an undertaking, any more than, before the Act, he could be asked to give a covenant making himself liable in damages.

Fifthly, that if he gives no covenant or undertaking, the assignee from him is, as against a future holder of the deeds, no worse off now, and, if an undertaking is given, is better off now, than he was under a covenant before the Act.

J. S.

[See observations under head of "Current Topics."—ED. S. J.]

"UBI JUS, IBI REMEDIUM."

[To the Editor of the Solicitors' Journal.]

Sir,—I believe it is generally admitted that the so-called *Clitheroe case* revealed a grave defect in English law; a grievous wrong had been done, for which no legal remedy could be had. The law of one at least of the Swiss Cantons appears to stand on a better footing, unless I am misinformed. Only a few days ago, a lady (British born, but a naturalized Swiss subject) called upon me to attest her signature to a statutory declaration for use in Switzerland, whereby she solemnly declared her intention never again to return to or live with her husband (a Swiss by birth and now residing in his own country), and further that she would not oppose any proceedings he might take for a divorce. My curiosity was excited by (to me) so novel a document; and in answer to my inquiry, the lady assured me that the declaration would enable her husband to procure a complete divorce, as she perfectly understood, and was content, perhaps desirous, he should do. She seemed quite aware that such a method of proceeding would not avail in England.

Nov. 26.

COMMISSIONER FOR OATHS.

CASES OF THE WEEK.

Lunacy.

Re HIRST (A Person of Unsound Mind)—C. A. No. 2, 21st November.

LUNATIC—MAINTENANCE—INCOME—CAPITAL—POWER OF APPOINTMENT—RELEASE—DEALING WITH ESTATE INCONSISTENT WITH EXERCISE OF POWER—LUNACY ACT, 1890 (53 VICT. c. 5), ss. 116 (1) (a), 117, 120, 128.

Mrs. Hirst was a person of unsound mind and incapable of managing her affairs. Her property was below the limit prescribed by section 116 (1) (a) of the Lunacy Act, 1890. She was a widow, forty-seven years of age, and had been for nearly three years in an asylum. The evidence proved that she was permanently enfeebled. Under a post-nuptial settlement she was entitled to a life interest in certain funds, which were to be invested with the consent of herself and her husband, and the survivor of them; the income was to be paid to herself for life, and after her death the corpus went to such children or remoter issue as she should appoint, and in default of appointment to the children of the marriage. She had one child only, a son, who would be entitled in default of appointment. The income of the funds (which consisted of two sums of £18 17s. 1d. and £949, in the hands of the trustees) was insufficient to support the lunatic, and it was proposed to apply part of the capital in payment for her past maintenance, and from time to time apply further sums of capital in aid of income for her future maintenance. This was a summons by the son asking the court (*inter alia*) to authorize the trustees to realize the necessary sums, not exceeding £65 a year out of income and capital, so that they might be protected in the event of the lunatic recovering her reason and exercising her power of appointment in favour of remoter issue. Counsel for the summons pointed out that if the lunatic had been of sound mind she and her son could have got rid of the power of appointment by release and surrender of the life estate: *Re Radcliffe, Radcliffe v. Davies* (40 W. R. 323; 1892, 1 Ch. 227); but there was no express power in the Lunacy Act, 1890, enabling the court to release the power. Alternatively, he pointed out that if the court would, under section 117 or section 120, sanction a dealing with the lunatic's estate which was inconsistent with the existence of the power of appointment, the power would be held to be extinguished and the trustees would be protected: *West v. Berney* (1 Russ. & My. 431). The trustees would be willing to act on such an order.

THE COURT (LINDLEY, BOWEN, and A. L. SMITH, L.J.J.) said that although they could authorize a sale of the lunatic's estate, and then the

son could sell his interest, that would not indemnify the trustees in every event. In order to draw from inconsistent acts the inference that the power was determined, those acts must have been done by a person entitled to release the power, and this the court could not do. However, the difficulty was theoretical, and was not likely to arise. They would send it back to the master with an expression of the opinion of the court that the order might be made without prejudice to any question which might arise in the event of an appointment by the lunatic to issue of the son.—COUNSEL, *Brinton*. SOLICITORS, *Chester, Mayhew, Brooks, & Griffiths* [Reported by W. S. GODDARD, Barrister-at-Law.]

Court of Appeal.

SHARMAN v. SHARMAN—No. 2, 28th November.

SPECIFIC PERFORMANCE—STATUTE OF FRAUDS—PAROL AGREEMENT—PART PERFORMANCE—LEASEHOLDS—POSSESSION AND PAYMENT OF RENT—ASSIGNMENT FREE FROM INCUMBRANCES.

This was an appeal by the plaintiff from a judgment of Collins, J., dated the 13th of May, at a trial with a common jury in Middlesex. The plaintiff is the father-in-law of the defendant, who is the widow of the plaintiff's son, Frederick. On Christmas Day, 1889, the defendant was married to the son, and the plaintiff gave to the son on his marriage a certain millinery business, carried on at Clapham, and also, as the defendant contended, but the plaintiff disputed, the lease of the premises. Possession was, directly after the marriage, given to the son, who carried on the business for his own benefit, and also paid the rent and performed the covenants contained in the lease until his death in 1891. A family disagreement then occurred, and the plaintiff brought this action, by way of ejectment, to recover possession of the premises. The defendant counter-claimed for specific performance of an alleged agreement (which was not in writing) to make over the property. At the trial the question was whether the plaintiff had given the lease out and out to his son, or whether the son was only a tenant at will, and the jury found for the defendant. The learned judge entered judgment for the defendant free from a charge on the leasehold premises which, it was alleged, had been created by the plaintiff in favour of another of his sons. The plaintiff appealed. On an objection taken on behalf of the respondent the court held that the notice of appeal was too late to enable the appellant to question the verdict of the jury, and it was then contended for the appellant that the judgment was wrong, because there was no writing to satisfy the Statute of Frauds, or that at any rate the lease was not given free from the charge upon it. For the respondent *Ungley v. Ungley* (25 W. R. 733, 5 Ch. D. 887) was relied on to shew that as nothing was said as to the charge, the lease was given free from it.

THE COURT (LINDLEY, BOWEN, and KAY, L.J.J.) dismissed the appeal. LINDLEY, L.J., said that the verdict of the jury had removed the only point of difficulty. The jury had found that the father intended to give the lease to the son. He had given the son possession of the premises, and the payment of the rent and the performance of the covenants by the son, together with the possession, amounted to a part performance which took the case out of the Statute of Frauds. The learned judge who tried the case had ordered the appellant to make over the lease free from the incumbrance upon it. Upon that the question did arise whether it was the intention of the parties that the lease should be made over free from the incumbrance created by the father, or in the same condition as he held it. There was no evidence as to the intention, and his lordship thought that under the circumstances the case was governed by *Ungley v. Ungley*, which was an authority for the insertion of the words "free from incumbrances" in the order. The appeal must be dismissed, with costs. BOWEN and KAY, L.J.J., concurred.—COUNSEL, *Jelf, Q.C.*, and *W. F. Ferman; Kemp, Q.C.*, and *Stroud*. SOLICITORS, *Joseph Davis; G. W. Bernard*. [Reported by W. A. G. WOODS, Barrister-at-Law.]

High Court—Chancery Division.

THE ABERDARE AND PLYMOUTH CO. (LIM.) v. NIXON'S NAVIGATION COLLIERY CO. (LIM.)—Chitty, J., 26th November.

PRACTICE—JOINDER OF DEFENDANTS—SEPARATE RELIEF CLAIMED—R. S. C., XVI., 4; XVIII., 1.

This was a motion to strike out the statement of claim in the above-named action. The plaintiffs claimed an injunction and damages against two persons, A. and B., in respect of acts of trespass alleged to have been committed by them prior to the 6th of January, 1876, when they were owners of mines adjoining those belonging to the plaintiffs. In the same action the plaintiffs claimed similar relief against the defendant company, who on the 7th of March, 1892, were stated to have succeeded the defendants A. and B. as owners of the mines, and were alleged to have committed similar acts. Objection was made on behalf of the defendants to the terms of an averment of fraud in the statement of claim, and *Levorance v. Norreys* (38 W. R. 753, 15 App. Cas. 210) was relied on on this point. It was also submitted that the plaintiffs had joined in one claim different causes of action against different persons not having anything to do with each other except by way of historical connection, and that what ord. 18, r. 1, authorized was the joinder, not of several actions against distinct parties, but of several causes of action against the same party, while ord. 16, r. 4, did not meet the case, as the plaintiffs had not asked for alternative relief.

CHITTY, J., accepted the view taken by the defendants, and the order

thereupon made was that, the plaintiffs electing to continue the action against the other defendants, the defendant company be struck out, the plaintiffs to pay all costs of the company and the costs on the motion of the other defendants. His lordship gave the plaintiffs general leave to amend their statement of claim as against the last-named defendants.—COUNSEL, *Byrne, Q.C.*, and *Coltman; Farwell, Q.C.*, and *George Henderson*. SOLICITORS, *Ullithorpe, Currey, & Villiers; Bell, Brodrick, & Gray*.

[Reported by J. F. WALEY, Barrister-at-Law.]

DUKE OF NORTHUMBERLAND v. PERCY—North, J., 22nd November.

OPTION TO REDEM PERPETUAL RENT-CHARGE BY SPECIFIED AMOUNT OF £3 PER CENT. ANNUITIES—NEW 2½ PER CENT. ANNUITIES (GOSCHEN'S)—AGREEMENT—NATIONAL DEBT (CONVERSION) ACT, 1888, s. 21, SUB-SECTION 1; s. 25, SUB-SECTION 2.

This was a point discussed on a motion for judgment in this action arising on the construction of the National Debt (Conversion) Act, 1888. By two indentures, dated the 23rd of July, 1871, and the 30th of July, 1880, respectively, and made between the Duke of Northumberland and Earl Percy (his son) of the first part, Lord Algernon Percy of the second part, and the trustees therein named of the third and fourth parts respectively, a perpetual rent-charge of £10,000 a year was created on certain estates in the county of Northumberland, the property of the first-named plaintiff, for the benefit of Lord Algernon Percy and his issue. An option was given for the two plaintiffs, or the survivor of them, or any Duke of Northumberland for the time being, to redeem the charge at any time by transferring to the trustees thereof a specified amount of £3 per Cent. Annuities. The National Debt (Conversion) Act having been passed in 1888, the plaintiffs claimed to be entitled to redeem the charge by transferring to the surviving trustee an amount of New Consolidated 2½ per Cent. Annuities, created by the Act, equal to the specified amount of £3 per Cent. Annuities. The surviving trustee and Lord Algernon Percy denied their right. It was argued, on behalf of the plaintiffs, that section 21, sub-section 1, and certainly section 25, sub-section 2, of the Conversion Act applied to this case. On the other side it was urged that section 21, sub-section 1, applied only to an agreement, and not to an option, and that section 25, sub-section 2, referred to any specific sum of stock, and not to stock generally.

NORTH, J., held that the case was exactly covered by section 25, sub-section 2. He was inclined to think that section 21, sub-section 1, also applied, but did not express a decided opinion.—COUNSEL, *Coxens-Hardy, Q.C.*, and *Onslow; Sir H. Davey, Q.C.*, and *Yate Lee*. SOLICITORS, *Bell, Stewards, & May*.

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re BERNERS, BERNERS v. CALVERT—North, J., 19th November.

POWER TO TENANT FOR LIFE UNDER A SETTLEMENT TO CHARGE JOINTURE AND PORTIONS—REAL ESTATE DEVISED, AND PERSONAL ESTATE BEQUEATHED, TO BE LAID OUT IN PURCHASE OF LAND TO BE SETTLED TO SAME USES—CHARGES MADE PRIOR TO TESTATOR'S DEATH.

By an indenture of settlement dated the 23rd of April, 1864, real estates were settled to the use of J. Berners for life, with remainders to his issue, remainder to J. H. Berners for life, remainder to C. H. Berners for life, remainder to his first and other sons successively in tail, with various remainders over. The settlement empowered C. H. Berners to charge the estates with a jointure for any woman he might marry, and with portions for his younger children. In June, 1867, C. H. Berners married, and by his marriage settlement exercised his powers of jointuring and portioning. Of this marriage there were issue three sons and two daughters. J. Berners, who died without issue on the 31st of August, 1886, by his will dated the 3rd of January, 1877, devised certain real estate to which he was entitled in fee simple to such of the uses and upon and for such of the trusts, and with, under, and subject to such of the powers and provisos in and by the settlement of 1864 limited and declared of or concerning the settled estates as at the time of his decease should be subsisting and undetermined, or capable of taking effect or being performed, but not so as to increase or multiply any charges or powers of charging. And the testator bequeathed all his residuary personal estate to be laid out in the purchase of real estate, which was to be settled to the uses and upon the trusts and subject to the powers and provisos thereinbefore declared of or concerning the real estate thereinbefore devised, but not so as to increase or multiply any charges or powers of charging. H. Berners died in September, 1886. On the 27th of June, 1892, C. H. Berners and his eldest son, J. A. Berners, who had attained the age of twenty-one years, executed a disentailing deed, whereby all the estates subject at law or in equity to the subsisting uses of the settlement of 1864 were conveyed, and all the residuary personal estate of J. Berners, which was to be laid out in the purchase of real estate, was assigned to a trustee to such uses as C. H. Berners and J. A. Berners should by deed jointly appoint. This was a summons by C. H. Berners and J. A. Berners, the plaintiffs, to which the wife of C. H. Berners, the trustees of J. Berners' will, and the trustees of C. H. Berners' marriage settlement were made defendants, asking for a declaration that the trustees of J. Berners' will might transfer or pay the residuary personal estate of the testator to the plaintiffs on their joint receipt, or as they might jointly appoint. It was contended that the real estate and the residuary personal estate devised and bequeathed by J. Berners' will were subject to the charges for jointure and portions existing at the date of testator's death.

NORTH, J., held that the real estate devised, and the residuary personal estate bequeathed, by the testator's will were not subject to the charges created by C. H. Berners before the date of the testator's death, although the estates would be subject to any new charges which might be created

under the powers of jointuring and portioning, and that, upon C. H. Berners releasing his power of jointuring and charging portions, the trustees of the will might be ordered, or be at liberty, to transfer and pay the residuary personal estate to the plaintiffs on their joint receipt.—COUNSEL, *Coxens-Hardy, Q.C.*, and *L. S. Bristowe; Vernon R. Smith; Sebastian*. SOLICITORS, *Rhodes & Son*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re COLCHESTER TRAMWAYS CO.—North, J., 29th November.

PARLIAMENTARY DEPOSITS—COMPANY—WINDING UP—COSTS OF LIQUIDATOR—TRAMWAYS ORDERS CONFIRMATION ACT, 1884—BOARD OF TRADE RULES, 1884, R. 28.

This company was empowered to construct a tramway, &c., under the Tramways Orders Confirmation (No. 4) Act, 1884, confirming a provisional order of the Board of Trade under the Tramways Act of 1870. The usual parliamentary deposits had been made. The undertaking having been abandoned, an order to wind up was made on the 7th of September, 1887, and an official liquidator appointed thereunder, and it was found in the course of the proceedings that the claims of the creditors exceeded the assets, but the said parliamentary deposits were ascertained to be available for the satisfaction of the claims of the meritorious creditors, and that they were sufficient to pay them in full, but were not sufficient to cover the liquidator's costs and his remuneration. Rule 28 of the Board of Trade Rules, 1884, provides that if the company does not, as therein specified, complete the tramway, after satisfaction of prior claims, the deposit paid shall be forfeited, or in the discretion of the court, if the promoters are a company, and such company is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator of the company, or be otherwise applied as part of the assets of the company for the benefit of the creditors thereof. This was a summons by the official liquidator for the costs of the Solicitor to the Treasury, and asking that the costs and charges properly incurred by him, and his remuneration, might be paid out of the assets of the company, so far as the same would extend, and that the residue thereof might be paid out of the proceeds of sale of the deposit funds in court to the credit of the company.

NORTH, J., after stating that it was conceded that the liquidator was entitled to certain costs incurred by him in ascertaining the creditors, said: If the deposit funds had been part of the general assets of the company the liquidator would have a lien upon them, but they are not. The words at the end of the Board of Trade rule, viz., "for the benefit of the creditors thereof," are very important, and cannot be overlooked. No one can take under them unless he can be called a creditor, and I do not see how the liquidator could in any sense be called a creditor of the company. I have no jurisdiction to direct the money to go except in favour of creditors, and therefore cannot give the liquidator any costs. The case of *Lovestoft Tramway Co.* (6 Ch. D. 484) does not touch the point I am asked to decide.—COUNSEL, *Coxens-Hardy, Q.C.*, and *Wilkinson; Ingle Joyce; S. Hall, Q.C.*, and *Eustace Smith*. SOLICITORS, *Atkinson & Dresser*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re THE GOVERNORS OF THE CHARITY FOR THE RELIEF OF THE POOR WIDOWS AND CHILDREN OF THE CLERGY AND SKINNER—North, J., 29th November.

VENDOR AND PURCHASER—SALE OF LAND BY A CHARITY—CONSENT OF CHARITY COMMISSIONERS TO SALE—CHARITABLE TRUST ACT, 1853, ss. 62, 66—CHARITABLE TRUST ACT, 1855, ss. 29, 48.

This was a summons under the Vendor and Purchaser Act, 1874, by the purchaser to have it declared that the vendors could not make out a valid title without the consent of the Charity Commissioners. The charter of the corporation was granted in 1678 by Charles II., and by it the corporation was authorized to purchase and hold land not exceeding the annual value of £2,000, and also to sell their land. Further licences extending the yearly value of the land which they might hold had been granted to the corporation. The property which the corporation had agreed to sell was situate in Yorkshire, and, subject to certain life interests, had been granted in 1717 to the corporation and their successors for ever. It was admitted that prior to the Charitable Trusts Acts, 1853 and 1855, the corporation could have made out a title; but it was argued that the joint effect of these Acts made the consent of the commissioners necessary. Sections 62 and 66 of the Act of 1853 and sections 29 and 48 of the Act of 1855 were referred to. The following cases were also relied on:—*Royal Society of London v. Thompson* (17 Ch. D. 407) and *The Governors of the Charity for the Relief of Poor Widows and Children of Clergymen v. Sutton and others* (27 Beav. 651).

NORTH, J., held that the consent of the commissioners was not required. Section 66 of the Act of 1853 exempted such land from the Act. It might have been a nice question whether section 29 of the Act of 1855 had not altered the provisions of the 1853 Act, but section 48 defined the meaning of "charity" in the two Acts, and his lordship was of opinion that if a charity was exempted by the Act of 1853, section 48 maintained the exemption.—COUNSEL, *S. Strickland; Coxens-Hardy, Q.C.*, and *Dibden*. SOLICITORS, *Maudes & Turncliffe, for Marsh & Son, Rotherham; Bridges & Co.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re INGHAM, JONES v. INGHAM—Stirling, J., 12th November.

MORTGAGE—PRIORITY—EXECUTORS—NEGLECT OF ONE OF LEGAL MORTGAGOR'S EXECUTORS—SUBSEQUENT EQUITABLE MORTGAGE—RECOVERY OF TITLE DEEDS.

In this action, which was for the administration of the estate of T.

Ingham, deceased, there was a dispute between T. W. Pedley, the surviving executor of J. Pedley, deceased, and the National Bank of Wales as to the priority of their respective claims against the estate of T. Ingham, which was insolvent. Ingham had in 1879 executed a legal mortgage of certain leasehold properties in favour of Pedley, and had handed over to him the deeds of assignment of the properties. In 1890 J. Pedley died, having by his will appointed his property to Ann Pedley and T. W. Pedley, his executrix and executor, and having devised and bequeathed all his property to Ann Pedley for life, with remainder to T. W. Pedley, and having also devised and bequeathed all estates vested in him as trustee or mortgagee to Ann Pedley and T. W. Pedley as joint tenants. The will was proved by the executrix and the executor. Ann Pedley took possession of the title deeds of the mortgaged properties and pressed Ingham for repayment of the mortgage moneys, and he answered that he could pay only by raising a fresh loan, and that for that purpose he should require the title deeds. Ann Pedley sent him the deeds, and he subsequently returned to her a brown paper parcel which was supposed to contain them, but no part of the mortgage money was paid off. In March, 1890, Ann Pedley died, and in September, 1890, Ingham died. After the death of Ann Pedley the mortgage was found by T. W. Pedley in the paper parcel, but the title deeds were missing. It appeared that in 1885 Ingham had handed over to the bank the deeds to secure certain advances. There was no evidence that T. W. Pedley had any knowledge of the deeds having been sent to Ingham by Ann Pedley. He now relied on his legal title as surviving executor and beneficiary under the will of J. Pedley, and it was contended on his behalf that he had been guilty neither of fraud nor of any such negligence as would postpone him to a subsequent equitable mortgagee, and that he was therefore within the rule laid down in *Evans v. Bicknell* (6 Ves. 174) and *Northern Counties of England Fire Insurance Co. v. Whipp* (32 W. R. 626, 26 Ch. D. 482). On behalf of the bank it was contended that as Ann Pedley returned the deeds to Ingham for the purpose of raising money on them, she could not have set up the mortgage of 1879 against the bank, and the cases of *Perry-Herrick v. Attwood* (6 W. R. 204, 2 De G. & J. 21) and *Briggs v. Jones* (L. R. 10 Eq. 92, 18 W. R. Ch. D. 84) were cited, and it was further said that as she was co-executrix of J. Pedley, her acts bound his estate, and consequently T. W. Pedley as beneficiary under the will.

STIRLING, J., thought that T. W. Pedley's contention was well founded, and that, as Ann Pedley was sole beneficiary during her life, no blame attached to him for leaving the title deeds in her custody. He was not satisfied that the principle of the cases of *Perry-Herrick v. Attwood* and *Briggs v. Jones* applied so as to preclude Ann Pedley from setting up the mortgage of 1879, so far as she had any beneficial interest in it, against the bank, but no authority had been cited for the proposition that her acts bound J. Pedley's estate so as to preclude T. W. Pedley from relying on the legal title now vested in him. No doubt one of several executors had at law large powers of binding the testator's estate by his acts, but the bank did not contend that Ann Pedley had done anything to affect her title at law, and it only asked that effect should be given to the equity in its favour. There were no doubt cases in which effect was given in equity to rights arising from the acts of a single executor, and there were other cases in which the court had refused its assistance to persons seeking to enforce in equity rights claimed in respect of what had been done by one executor contrary to the wishes of his co-executor. But the authorities were adverse to the principle of any interference with the legal title except where the owner or some predecessor in title had personally been guilty of misconduct, or had conferred an apparent authority to deal with the mortgaged property as if it were unincumbered. Mr. T. W. Pedley had himself been guilty of no misconduct, and he had not, either in appearance or in fact, authorized Ingham to deal with the property as unincumbered, and he was, therefore, entitled to priority over the bank. With regard to the title deeds in the possession of the bank, his lordship said that if his jurisdiction were equitable merely he could not, according to the rule laid down in *Heath v. Creaklock* (23 W. R. 95, 10 Ch. App. 22), deprive the bank of the deeds on the faith of which its money had honestly been lent, but that since the Judicature Acts the court had power to decide all legal as well as equitable claims, and he should, therefore, order the deeds to be delivered up to T. W. Pedley, the legal owner, as was done in *Re Cooper, Cooper v. Vesey* (30 W. R. 148, 648, 20 Ch. D. 611).—COUNSEL, *Hastings, Q.C.*, and *Warrington*; *Buckley, Q.C.*, and *Knowles Corrie*. SOLICITORS, *Wilkins, Blyth, Dutton, & Hartley*; *Safer, Huntley, & Co.*, for *O. Lewis Edwards, Fwllheil*.

[Reported by W. A. G. Woods, Barrister-at-Law.]

ATTORNEY-GENERAL v. GRAY—Stirling, J., 26th November.

POOR RATE—COUNTY RATE—PARISH—EXTRA-PAROCIAL LAND—COUNTY RATE ACT, 1852 (15 & 16 VICT. c. 81), ss. 21, 26, 32-34.

This was an action brought by the Attorney-General at the relation of Mr. Richard Pick, a ratepayer of the parish of Deeping St. Nicholas, in Lincolnshire, the area of which was, before the passing of the Act 19 & 20 VICT. c. 65 (an Act to consolidate the Drainage Trusts in Deeping Fen, and for other purposes), extra-parochial, and for secular purposes was situate partly in a division of the shire known as the parts of Holland, and partly in a division of the shire known as the parts of Kesteven. The action was brought to restrain the defendants, the churchwardens and overseers of the parish, by injunction from applying any part of the poor rates, equally made and levied over the entire parish, in payment of the county rates assessed in respect of the lands in the parish which were, before the passing of the said Act, situate in the parts of Holland or in

the parts of Kesteven. Alternatively, the plaintiff sought a declaration that if a county rate, assessed in respect of the lands in the parish which were, before the Act of 1856, situate in the parts of Holland, should be paid in the first instance out of the poor rate for the entire parish, the defendants ought to reimburse the amount so paid out of the poor rate by a separate rate levied upon the occupiers of such land only. He also sought a similar declaration with regard to a county rate assessed in respect of lands in the parish which were, before the Act of 1856, situate in the parts of Kesteven. The evidence proved that the county of Lincoln is divided into three divisions, known as the parts of Lindsey, the parts of Holland, and the parts of Kesteven, each having a separate commission of the peace, separate quarter sessions, and each being, since the passing of the Local Government Act, 1888 (51 & 52 VICT. c. 41), a separate administrative county, with a separate county fund, for each of which separate county rates are made and levied. The parish of Deeping St. Nicholas was formerly part of the fen country. By an Act passed in the reign of Charles II. certain "adventurers" were empowered to drain Deeping Fen, and were to be recompensed by a portion of the lands drained, a condition being inserted that such adventurers should maintain and keep such of the inhabitants of the free and taxable lands in Deeping Fen as were unable to maintain themselves. By the Act of 1856 this state of things was altered, and about 14,500 acres of what was Deeping Fen were for secular purposes constituted into the parish of Deeping St. Nicholas. By section 53 of the Act this parish was made to be entirely in the parts of Holland, and it was enacted that the laws in force for the relief and employment of the poor in England should be in force therein in like manner as in other parishes, provided that "the county rate now payable in respect of the" lands comprised in the parish "should continue to be paid and payable to the respective treasurers of the said rates for the parts of Kesteven and Holland, in the said county of Lincoln, within which such lands are situate." By the County Rate Act, 1852 (15 & 16 VICT. c. 81), the justices in quarter sessions were enabled to assess to the county rate all places in the county, whether parochial or extra-parochial. Deeping St. Nicholas being extra-parochial, and in two counties, each part was separately assessed for the county rate of the county district in which it was situate, the rate being collected by separate collectors appointed for the purpose. After the constitution of the parish it became included in the Spalding Union, and under the County Rate Act the precepts of the two counties were addressed to the guardians by the two county authorities. The guardians then sent their order to the overseers, requiring them to levy and pay the sums required for the common fund, and then sums required to satisfy the two precepts. The rate in the parts of Holland was 1*d.* in the pound, and that in the parts of Kesteven 5*d.* in the pound. The overseers paid all the amounts out of the poor rate, without regard to the fact that a separate rate should be made on each part for the county rate payable in respect of that part. The ratepayers in Holland objected to contribute in any way to the fund, which they asserted was chargeable to Kesteven only. At the hearing the plaintiff waived the claim for an injunction, and only asked for the alternative relief. The argument was principally directed to the applicability or non-applicability of the various sections of the above-mentioned statutes.

STIRLING, J., after stating the facts, said that the question really was, which of the various sections of the County Rate Act, 1852, was applicable. After considering the various material sections fully, he came to the conclusion that the contention of the plaintiff was right, and that he was entitled to the alternative relief claimed, and he made declarations accordingly. He also said that the case was one in which the costs might properly be paid out of the poor rate for the entire parish of Deeping St. Nicholas.—COUNSEL, *Graham Hastings, Q.C.*, and *A. Macmorran*; *Eastwick*. SOLICITORS, *Collison, Pritchard, & Greene*, for *J. E. Atter*, Stamford; *Bonner, Wright, Thompson, & Co.*, for *Calthrop & Bonner*, Spalding.

[Reported by W. S. GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

TURNBULL v. WALKER—Q. B. Div., 26th November.

FOREIGN JUDGMENT—ACTION ON—JUDGMENT IN DEFAULT OF APPEARANCE AGAINST DEFENDANT NOT RESIDING IN THE FOREIGN COUNTRY—CONTRACT MADE IN THE FOREIGN COUNTRY BY DEFENDANT'S AGENT—JURISDICTION OF FOREIGN COURT.

This was an action tried before Wright, J., without a jury, the plaintiffs' claim being to recover the unpaid balance of a sum payable to them by the defendants upon a judgment obtained in the Supreme Court of New Zealand. The facts were shortly as follows:—The defendants were merchants carrying on business in England, and had never been domiciled or resident in New Zealand, nor had any of them been in New Zealand during the occurrence of the transactions out of which the action arose or afterwards. On the 31st of July, 1885, the defendants wrote to one O'Shea in New Zealand, with reference to shipments of wool to be made by him to them, a letter in which they stated that they would be prepared to accept bills against documents. The letter fixed certain terms of dealing, and added, "This letter will authorize any bank to negotiate your drafts on the basis of the figures above-named." Upon the faith of this letter, the plaintiffs, who carried on business in New Zealand, but were not bankers, negotiated several of O'Shea's drafts upon the defendants, which were duly honoured by them. In November, 1885, the defendants wrote to O'Shea limiting his credit to £5,000; O'Shea received this letter in January, 1886, and without disclosing it to the plaintiffs negotiated with them further drafts upon the defendants in excess of the £5,000; these drafts the defendants refused to accept. The plaintiffs thereupon brought

their action in the Supreme Court of New Zealand, and by leave of the New Zealand court served upon the defendants in England the writ and statement of claim, and a notice that judgment would be entered if default were made in appearance. The defendants did not appear, and judgment was given and execution levied in New Zealand; this action was now brought in England to recover the balance of the judgment—£633—which had not been satisfied by the execution in New Zealand. It was contended for the plaintiffs that O'Shea was the agent of the defendants in New Zealand, and that the defendants had contracted with the plaintiffs through that agent in New Zealand to honour these drafts. That contract was made in New Zealand, and therefore the defendants were bound to appear and submit to the jurisdiction there, and the court there had jurisdiction to give judgment against them in default of appearance: *Schibby v. Westenholz* (19 W. R. 587, L. R. 6 Q. B. 155); *Buchanan v. Rucker* (1 Camp. 62); *Cavan v. Stewart* (1 Stark. 525); *Bank of Australasia v. Harding* (9 C. B. 661). For the defendants it was said that they had merely authorized O'Shea to draw bills to an amount which had been exceeded at the time these bills were discounted by the plaintiffs; the giving of an order abroad by an agent did not make his principal liable to the foreign jurisdiction. The defendants had never resided in New Zealand, and were not bound to submit to the jurisdiction there. The judgment, therefore, could not be sued upon in England. They cited *Roussillon v. Roussillon* (28 W. R. 623, 14 Ch. D. 351).

WRIGHT, J., in the course of a considered judgment, said:—It appears to me that the defendants have never submitted to the jurisdiction of the New Zealand court. Nor had they made any contract through O'Shea, for he acted in fraud of his express instructions. Their liability must depend on their having allowed O'Shea, a native of New Zealand and subject to its laws, to obtain credit as their agent on the faith of the letter of the 31st of July. But even if there was a contract between the defendants and the plaintiffs made through O'Shea as the defendants' agent, I am clearly of opinion that this is not enough. In any particular case a court of a State may firstly have jurisdiction in such sense that, in conformity with general jurisprudence and ordinary international law or usage, the courts of other States will regard its judgments as binding, and will with certain exceptions enforce the judgment within their own States. Jurisdiction of this kind ordinarily depends on the allegiance of the party or his consent, or on some fact which is held to be equivalent to allegiance or consent. Or, secondly, the court of a State may have jurisdiction in such sense that its judgment will bind courts and persons and govern rights within that State, but will not be enforced by the courts of other States; or, what is another form of the same case, it may have given judgment without any jurisdiction, but by reason of lapse of time or otherwise there may be no means of questioning the judgment in the local courts. Or, thirdly (though in strictness this is not a third case, but is one as to which doubts may often exist as to whether it ought to be treated as of the first or as of the second kind), the jurisdiction may exist locally by virtue of some local law which empowers or binds the local court to act as if it had jurisdiction in cases in which upon ordinary principles of jurisprudence it has none. Such are some of the cases provided for by such legislation as is now in England embodied in order 11 of the Rules of the Supreme Court, and by the practice or legislation of many States. A fourth sort of jurisdiction generally known as "foreign jurisdiction"—i.e., that which is exercised within a State with its consent by a foreign State over the subjects of the foreign State, and in some cases also over local subjects and subjects of other States—need not now be considered. In the present action the only question argued was whether the jurisdiction exercised by the New Zealand court was of the first or the second kind, though I think it was admitted on both sides, and it is probably the fact, that the jurisdiction was exercised under statutes or rules made or authorized by the New Zealand Legislature and bringing the matter within the third case above stated. This, however, does not appear to me to help the plaintiff. Such statutes or rules if made or authorized by the Imperial Parliament might bind the courts of this country to give effect to the judgment, but that kind of authority was not suggested, and merely local statutes or rules could not possibly give to the local court jurisdiction of the first kind in a case in which jurisdiction of that kind cannot otherwise exist. This appears to be involved in the judgments in *Russell v. Cambefort* (37 W. R. 701, 23 Q. B. D. 526). I think that on ordinary principles of jurisprudence the judgment of the New Zealand court was wholly without jurisdiction even within the colonial limits. No merely local statute could in my opinion enable the court to entertain the action against the absent Englishman, who was neither a native of New Zealand nor domiciled there nor present there when the action was begun or at any time during its continuance, and who had not appeared or in any way submitted to the jurisdiction. It may be that for want of a right of appeal, or otherwise, the local effect of the judgment cannot now be avoided; but that in no way affects this court. It was, indeed, suggested that the fact that the defendants had an agent in New Zealand, and made a contract to be wholly or partly performed there, or did something which estopped them from denying such a contract, amounted to a submission to the jurisdiction; but the cases cited, *Buchanan v. Rucker* and *Cavan v. Stewart*, are far from supporting the contention. Some dicta may indeed be found, as in Lord Romilly's judgment in *Cookney v. Anderson* (11 W. R. 628, 32 L. J. Ch. 305, at p. 308), to the effect that if a contract is made within the local jurisdiction of a court, that fact may of itself give jurisdiction over parties to the contract; but I doubt if there is anywhere any decision to that effect, and also whether those dicta mean more than that in such a case the contract must *prima facie* be construed according to the local law. *Schibby v. Westenholz* appears to me to govern this case. The only difference between that case and the present one is that in that case the defendant had notice and knowledge of the proceedings and an opportunity of defending (L. R. 6 Q. B. 158), but had not been served with process; whereas in the present

case the defendants were served in England with the writ, or notice of it. But if there was no jurisdiction in the New Zealand court that difference must be immaterial. I should add that the principles laid down in *Schibby v. Westenholz* and *Russell v. Cambefort* are in accordance with the authorities collected in Story's *Conflict of Laws*, pp. 760-770 and 808. Judgment for the defendants.—COUNSEL, Bigham, Q.C., and Wills; Reid, Q.C., and Hollams. SOLICITORS, Stibbard, Gibson, & Co.; Hollams, Sons, Coward, & Hawksley.

[Reported by T. R. C. DILL, Barrister-at-Law.]

PAXTON v. BAIRD—Q. B. Div., 24th November.

PRACTICE—SPECIALLY-INDORSED WRIT—APPEARANCE TO WRIT NOT SPECIALLY INDORSED—AMENDMENT OF WRIT BEFORE SUMMONS FOR JUDGMENT—R. S. C. III., 6; XIV., 1.

This was an appeal by the defendant from an order of Charles, J., in chambers, affirming the order of a master, the question raised being whether a plaintiff whose writ was not specially indorsed under ord. 3, r. 6, when originally served could, after the defendant had appeared, amend the writ so as to make it specially indorsed and obtain final judgment under order 14. The action was brought for a balance of money lent (after deducting payments on account) and the indorsement on the writ (issued 24th of September, 1892) contained a claim for the principal sum due, and also for several sums of interest. The defendant appeared to the writ on the 26th of September. On the 21st of October, upon the plaintiff's summons for judgment, unconditional leave to defend was granted. On the 1st of November the master ordered "that the plaintiff be at liberty to amend the writ of summons in this action. . . . by striking out the claim for interest in the indorsement of claim on the said writ and" making the necessary alteration in the figures; and it was ordered "that the appearance entered herein by the defendant do stand as an appearance to the said writ as amended, and that the writ and other documents herein already served be taken as amended accordingly." On the 12th of November the master gave leave to the plaintiff to sign final judgment. On the 17th of November Charles, J., in chambers, affirmed this order; hence the present appeal. The contention for the defendant was that a plaintiff could not obtain judgment under order 14 unless the writ was specially indorsed at the time when the defendant entered his appearance—reliance being placed on the words of ord. 14, r. 1, "where the defendant appears to a writ of summons specially indorsed"—and that the master had no jurisdiction to order that the appearance should stand *nunc pro tunc* or in any way to deprive the defendant of his right to defend the action which the order of the 21st of October had given to him. For the plaintiff it was said that final judgment might be signed if there was a specially-indorsed writ to which the defendant had appeared in existence at the time when the summons for judgment was taken out, and that that was so in this case by virtue of the order of the 1st of November. *Gurney v. Small* (1891, 2 Q. B. 584) and *Elliott v. Roberts* (36 SOLICITORS' JOURNAL, 92) were referred to.

THE COURT (Lord COLERIDGE, C.J., and WILLS, J.) dismissed the appeal.

LORD COLERIDGE, C.J.—It seems to me that this point has never yet come under decision. It has, however, been noticed in *Gurney v. Small*. In that case Wills, J., does more than leave the point open; he expresses his view; and Charles, J., who made the order now under appeal, agreed with that view. The point taken is a highly technical one, but I do not say that it is therefore not entitled to succeed, for the procedure under order 14 requires to be carefully watched. Before that order can apply there must be a writ specially indorsed under ord. 3, r. 6. In this case there was not such a writ in the first instance. The defendant appeared to the writ and obtained unconditional leave to defend. The plaintiff afterwards by leave amended his writ so as to make it specially indorsed, and it is said that that made it specially indorsed from the beginning. I think it is pretty clear—although I do not say so quite without hesitation—that that is so, and for this reason. The rules do not say that there must be a new appearance to an amended writ, and for the purpose of doing substantial justice I think we may meet the technical objection by saying that the original appearance still stood after the writ was amended. That satisfies the technical point. The defendant here has, therefore, appeared to a specially-indorsed writ, and if that be so order 14 applies and this appeal must be dismissed.

WILLS, J.—I am glad to be able to come to the same opinion, for to decide the contrary would be merely to put the parties to further costs. As a party to the decision in *Gurney v. Small* I may say that I think that that decision was quite right, and is not inconsistent with what we are deciding now. The substance of that decision was that your tackle must be in proper order before you take out your summons for judgment under order 14. But in the present case the writ has been amended so as to make it specially indorsed before the summons was taken out, and instead of having a new writ and a new summons I think that the old appearance stands. I have purposely given no effect to the words in the master's order which direct that the old appearance shall stand. I doubt if they would be operative; but I think that the appearance does stand and is an appearance to a specially-indorsed writ. I am fortified in coming to this conclusion by the decision in this case of Charles, J., who was also a party to the decision in *Gurney v. Small*. The proper order should be made as to the costs of the proceedings which required amendment, and then justice would be done to both parties. We shall thus avoid the shame of having to say that an unnaturally narrow construction may be given to the word "appear" in ord. 14, r. 1, and unnecessary expenses may be thereby thrown upon the litigants. Appeal dismissed.—COUNSEL, F. M. Abrahams; Wills Chitty. SOLICITORS, Blair & Girling; Vincent A. Applin.

[Reported by T. R. C. DILL, Barrister-at-Law.]

FELLOWS AND OTHERS v. THE OWNERS OF THE VESSEL "LORD STANLEY"—18th November.

PRACTICE—COURT OF PASSAGE, LIVERPOOL—ADMIRALTY JURISDICTION—RULE IN NATURE OF ORDER 14—INVALIDITY—COUNTY COURTS ADMIRALTY JURISDICTION ACTS, 1868 AND 1869.

This was a motion for a writ of prohibition. The action was an admiralty action *in rem* brought by the plaintiffs in the Court of Passage, Liverpool, to recover a sum of money alleged to be due to them for wages as seamen. Appearance having been entered by the mortgagee of the vessel, the plaintiffs took out a summons in the above court, calling upon the mortgagee to shew cause why the plaintiffs should not sign final judgment for the amount claimed and costs. The deputy registrar made a decree that the mortgagee should pay £22 Gs. 10d. and costs. This decree was made under an order made on the 10th of February, 1882, by the assessor of the court, which purported to apply a procedure similar to that under order 14 in the High Court to admiralty actions *in rem* or *in personam* brought in the Court of Passage to recover a debt or liquidated demand in money, and to enable the plaintiff, on shewing that there was no defence, to sign judgment for the amount claimed and costs. The mortgagee took out a summons for a writ of prohibition to prohibit the Mayor and Corporation of Liverpool and the plaintiffs from enforcing the order made by the deputy registrar. Barnes, J., referred the matter to the court.

THE COURT (LORD COLERIDGE, C.J., and WILLS, J.) granted the motion. Lord COLERIDGE, C.J., said that the question to be decided was whether the judge of the Court of Passage, Liverpool, had power to make a rule giving the registrar of that court a power of exercising a summary procedure, similar to the practice under order 14 in the High Court. By the County Courts Admiralty Jurisdiction Act, 1868, admiralty jurisdiction was given to the Court of Passage, and admiralty cases were to be heard and determined by the judge in that court in the same way as civil actions were heard in county courts. By that Act it was also provided that general orders should from time to time be made for the purpose of regulating the practice and procedure of the admiralty jurisdiction of county courts. By section 6 of the amending Act of 1869, which was to be read as one with the Act of 1868, the assessor of the Court of Passage had power to make rules regulating the practice of the admiralty jurisdiction of that court. The power of the assessor to make rules was intended to be the same as that of the county court judges, and it could not be contended that county court judges had power to make a rule delegating to the registrar the admiralty jurisdiction conferred on them by the Act. Therefore the assessor of the Court of Passage had no power to make this rule giving the registrar summary power to hear and determine cases. The rule could not be upheld, and there must be a prohibition.

WILLS, J., concurred. Motion granted.—COUNSEL, *Dr. Commins*; J. D. Crieuford; Joseph Walton, Q.C., Pickford, and W. F. Taylor. SOLICITORS, Tetlow, Liverpool; Pritchard, Englefield, & Co., for Miller & Williamson, Liverpool; Venn, for Atkinson, Town Clerk, Liverpool.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

GEORGE AND OTHERS v. PRYCE JONES (MONTGOMERY ELECTION PETITION)—Q. B. Div., 25th November.

ELECTION PETITION—CONTEMPT OF COURT.

This was a motion by the petitioners in the Montgomery election petition for a writ of attachment to issue against the proprietors and publishers of the *Times*, *Standard*, and *Morning Post* newspapers for contempt of court in publishing a correspondence between Sir Pryce Pryce Jones, the respondent in the petition, and Lord Sudeley, the brother of the unsuccessful candidate. The correspondence consisted of a letter from the respondent to Lord Sudeley, and the latter's answer. The respondent's letter commenced as follows:—"Dear Lord Sudeley,—I have reason to know that many extravagant statements are being made with reference to the petition against my return, and that artifices of a very discreditable kind are being adopted in order to trump up a case." The letter then went on to state that there was a report that promoters of the petition were urging a number of the respondent's supporters to give them information, and that Lord Sudeley and his brother would find good situations for any persons who did so, and would support them as long as they lived. To this letter Lord Sudeley replied that anyone making use of his name, either for or against the petition, did so without any authority from him. In support of the motion the petitioners put in an affidavit sworn by Mr. Bone, a solicitor, and agent in the petition for the petitioners, in which he stated that the statement that artifices of a very discreditable kind were being used to trump up a case was untruthful, and that Lord Sudeley's name had never been mentioned to him.

THE COURT (POLLOCK, B., and WILLS, J.) dismissed the motion, but made no order as to costs.

POLLOCK, B., said that if the substance of the correspondence was looked at, it did not appear to be objectionable. Taking away the first sentence in the respondent's letter, the one about "artifices," the rest of the correspondence merely amounted to this, that there was a report that Lord Sudeley had been acting in a way which was most improper. That part of the letter must be taken to be true, because it was not denied by the affidavit in support of the motion, and the effect of it was to give Lord Sudeley an opportunity of denying the report. But the sting of the whole matter lay in the first sentence of the respondent's letter, that artifices were being adopted to trump up a case. It had been argued that that was not a charge against the petitioners themselves or their agents, but against other persons interested in the case. But it was important to

ascertain whether it was true that such reports did really exist or not, and all that was said in the affidavit in support of the motion was that such statements were untruthful. That was a very cautious and guarded statement, and did not amount to a denial of the specific statements complained of which was required in a case like this. Looking at the general importance of the matters adverted to in the letters, and the absence of any impropriety in the main object of the correspondence, he was of opinion that a case of contempt had not been made out, and the motion must, therefore, be dismissed.

WILLS, J., concurred, and said that it was material to see what was the real gist of the letters. If he had thought that the rumours referred to had been made a peg on which to hang the introductory sentence in the respondent's letter he should have taken a serious view of the matter. But he did not think that was the case. He thought the letters were simply indignant comments, perhaps a little unguarded in their terms, on rumours which he was inclined to believe really did exist, because of the peculiar character of the denial in the affidavit. It was not said that the statements were untrue, but that they were untruthful. As to the remainder of the correspondence, it was quite unobjectionable. Motion dismissed.—COUNSEL, *Moulton*, Q.C., and C. W. Matthews; Sir H. James, Q.C., and C. F. Gill; Finlay, Q.C., R. M. Bray, and Daldy. SOLICITORS, Bone; Seames, Edwards, & Jones; Routh, Stacey, & Castle.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re COLYER—Chitty, J., 25th November.

SOLICITOR—TAXATION OF COSTS—RETENTION OF COSTS OUT OF CASH IN HAND—PAYMENT OF BALANCE—ATTORNEYS AND SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), ss. 37, 41.

This was a motion on behalf of W. A. Colyer to discharge an order of course made on the 25th of October, 1892, to tax the bill delivered by the applicant to Lady A. M. on the 17th of November, 1891. It appeared that on the 3rd of November, 1891, Sir R. M., husband of Lady M., in her presence handed £70, money in his hands belonging to her, to a clerk of the applicant, out of which the applicant was to pay another solicitor's costs and take the amount of certain costs due to himself, remitting the balance to Lady M. On the 13th of November Lady M. wrote to the applicant asking for his account, which had not then been delivered. On the 17th of November the applicant wrote to Lady M. sending his bill of costs, amounting to £22 17s. 8d., cash account shewing a balance due to her of £8 13s. 8d. and cheque for that amount. Lady M. received the cheque and cashed it, and made no complaint for eleven months. Sir R. M. had died meanwhile, in June, 1892. The grounds of complaint now preferred were that Lady M. was not chargeable with certain items in the bill, as the applicant had no retainer from her for the work to which they related, and that one item of £1 11s. 6d. was excessive. The question of fact involved in the denial of retainer was whether the lady had authorized her husband to give the applicant the instructions on which he had acted or not. It was contended for Lady M. that, if the common order was wrong, there were special circumstances which would bring the case within section 41 of the Attorneys and Solicitors Act, 1843. The cases of *Re Bignold* (9 Beav. 269), *Re Angive* (46 L. T. 280, 30 W. R. Dig. 58, and on appeal 26 SOLICITORS' JOURNAL, 417), *Re West, King, & Adams* (40 W. R. 644; 1892, 2 Q. B. 102), and *Hitchcock v. Stretton* (40 W. R. 555; 1892, 2 Ch. 343) were cited in argument.

CHITTY, J., said that in his opinion the right conclusion of fact was that the bill had been paid. The lady had treated the money paid to her as the balance due, and assented to the solicitor keeping or retaining the amount of his bill. There was no distinction in law between a solicitor and his client and any other person and his customer in the matter of payment. It was useless to go through cases in order to shew the view taken by judges of the particular facts before them. His lordship had referred to *Re Angive* to shew that the acceptance of a balance with the intention of making a payment was payment, as held by the Court of Appeal in that case. The result was that the order complained of was wrong. But an order to tax in view of the special circumstances of the case was then asked for. Special circumstances within section 41 were not confined to pressure or overcharge, or any particular kind of circumstances. The special circumstances chiefly relied on before his lordship were items amounting to between £3 and £4, the ground of objection being non-retainer. The lady's memory, however, was defective in matters of business, as had been shewn by her omitting to mention, when instructing her solicitor to apply for the order of course, that the cheque for £8 13s. 8d. had been sent to her. The right conclusion of fact appeared to his lordship to be that the solicitor had been retained. His lordship also thought that the lady intended to pay whether there had been retainer or not. One item in the bill was said to be an overcharge, but the lady's counsel could not say that even that was a gross overcharge. In his lordship's opinion there were, therefore, no special circumstances in the case. The order was accordingly discharged, and Lady M. was ordered to pay the costs of the order and of the motion.—COUNSEL, *H. Terrell*; Ashton Cross. SOLICITORS, Colyer & Colyer; H. Fereday.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re LUMLEY—North, J., 11th November.

SOLICITOR'S LIEN—CHARGING ORDER.

This was an application on behalf of Mrs. Cathcart that Messrs. Lumley might deliver up all deeds, &c., in their possession or power belonging

to the applicant. On the 18th of March, 1892, Messrs. Lumley obtained the usual order for the taxation of their costs against their client, Mrs. Cathcart, which were certified by the taxing master to amount to £3,539 10s. 7d. By an order of the court of the 27th of July it was ordered that the said £3,539 should be paid out of a sum of Consols standing in the name of Mrs. Cathcart, after payment thereof of certain costs as therein provided. And by a further order of the 17th of August it was ordered that the £3,539 should be charged on the residue of the said Consols after payment thereof of the said costs, and that Mrs. Cathcart should execute a transfer to Messrs. Lumley, subject as therein provided, of so much of the Consols as should be equal to the sum of £3,539. The residue of the Consols amounted to over £7,500. Mrs. Cathcart had not paid the £3,539 or complied with the above order. It was contended for Mrs. Cathcart that Messrs. Lumley, having obtained the above charge, could not retain their lien on Mrs. Cathcart's papers, and that they had elected to rely on the charge. A preliminary objection was taken for Messrs. Lumley that Mrs. Cathcart was in contempt.

NORTH, J. [after saying that it would not be necessary to decide the case on the question of contempt, which his lordship left open, continued:] But it is said that this was a taking of a security which had the effect of getting rid of the lien of the solicitors which down to the date of the taking of this order was subsisting. Now is the effect of taking a security of that sort to discharge the lien? Only one case has been cited in support of that proposition (*Covell v. Simpson*, 16 Ves. 275), where a solicitor had entered into a contract with the client to give him three years to pay the amount, and the question was whether this was consistent with his retaining his lien until payment. It was held it was not. If that case could be said to bear any analogy to this I should have been bound by it, but in my opinion it has no bearing on the present case. The law as to the effect upon a solicitor's lien of his taking security from a client is laid down in *Re Taylor, Stileman, & Underwood* (1891, 1 Ch. 590), where Lopes, L.J., said:—"It appears to me that in each case the question whether the lien is waived by taking security must be decided according to the particular circumstances. I do not mean to say that taking a security necessarily imports an abandonment of the lien; but if there are circumstances in the taking of the security which are inconsistent with the continuance of the old security, it is to be inferred that the solicitor intended to abandon his lien." I cannot see anything in the present case from which I can infer that the solicitors did intend to abandon their lien. It is admitted that the solicitors did not enter into any express contract which would have the effect of destroying their lien, and I cannot see that there is any implied contract. I do not see anything that would have prevented them from taking any steps that the law allows them for enforcing their claim in that way. By way of illustration: supposing there had been a judgment in a common law action brought by the solicitors against the lady to recover an amount that was due on their bill after delivery of the bill and after the certificate made, it seems to me that, although they had obtained such an order as this, it is a matter of course that they could also, if they had pleased, have issued execution upon their judgment. No case to the contrary has been produced, nor do I believe there is any such authority existing. Under these circumstances, in my opinion, there is nothing from which I can infer that it was the intention of any party that the lien should be given up, which is therefore still subsisting. Motion dismissed with costs.—COUNSEL, S. Hall, Q.C., and Probyn; *Coomes-Hardy*, Q.C., and H. Terrell. SOLICITORS, Hood, Barrs, & Co.; Lumley & Lumley.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

SIR EDWARD FRY ON THE STUDY OF ENGLISH LAW.

THE new Law Faculty of University College, established in association with the Liverpool Law Society and the Law Students' Association, was inaugurated on Monday by a reception at the new College-buildings, Brownlow-hill, when Sir Edward Fry, late Lord Justice of Appeal, delivered an address. After referring to the functions of conscience in governing and determining individual action, and observing that as duty spoke to the individual man through conscience, so she spoke to men as social beings through the august power of the law, he proceeded to compare the history of English law to the history of a living organism through many generations, and said the House of Lords represented the principle of heredity, the House of Commons that of variation, and the Crown that mysterious principle of identity which lay beyond the shifting phenomena of the organism. On the analogy of the body politic with the natural body, and on the principles of modern biology, a fair case, he thought, could be made in defence of the English Constitution. The history of our law as written in the Statute Book was one of profound interest, and contained a vast repertory of information on the trade, customs, and language of our people, and on the varying political and economic theories which had from time to time prevailed amongst our rulers, and even upon the personal characters and dispositions of our great kings; and notwithstanding investigations in this direction hitherto made he was convinced that the mine was comparatively unworked, and that a laborious and philosophical mind might yet draw from it one of the most precious kind, for the illustration of our national life in almost every particular. Referring to the drafting of statutes, he said that the older statutes might be accused of vagueness, but the modern ones were models of prolixity and confusion, bewildering to the reader. If the evil and the trouble were confined to the judges who had to expound the statutes, it might be reckoned small, but it was not so. Documents which ought to be understood of the people, and by which their actions were to be regulated, were enigmas even to the specialist, to be un-

ravelled only by great litigation and expense. What, he wondered, was the cost of litigation caused by that marvellous piece of legislation, the Bills of Sale Act? In the matter of treatises upon law, Sir Edward found our literature in a state far from satisfactory, and the history of decisions in a still worse condition. The Year Books needed thorough and laborious editing, of which he saw at present no prospect, and notwithstanding the labours of Mr. Bigelow, Professor Maitland, and the Selden Society, a vast mass of ore required to be brought to bank, washed, and crushed before the precious metal could be fit for the use of the historian of English law. Addressing advice to the students before him, Sir Edward enjoined them not to allow the examinations before them to occupy a large place in their thoughts. They should learn in order to know, not in order to answer questions. Let them also try to get to the bottom of all the points submitted to them, not only enough for the purposes of advising on the particular case, but of knowing all that had been decided upon it, and then embody the result of their study in a concise and logically arranged note. Thus they would create, as it were, islands of light in the original wide sea of ignorance, and would acquire a habit of thoroughness in the acquisition of legal knowledge, which would stand them in good stead all along. The student who was in actual contact with legal business was far more likely to learn law thoroughly than the mere academic student. Indeed, the experience acquired by such contact was to the legal student what clinical instruction was to the young medical man. Then there was a great advantage in the study of leading cases, though it was hardly even now without a shudder that he contemplated the vast rows of reports, extending from Elizabeth to the present day, and remembered to how large an extent our law was founded upon such cases. How was this vast treasure house to be unlocked? Mr. Smith answered the question with his "Leading Cases," and gave an example which had produced a whole library by which a great amount of authority might be made to fall into easy lines of study. It was obvious that the acquisition of a good method of study was of supreme importance. A methodless mind weighted with a mass of ill-digested facts was as bad an instrument for work as could be conceived of. How, then, was a good method to be attained? In this direction all good writers had in common the element of thoroughness. A strictly chronological arrangement of facts would throw great light on them, and having got the facts arranged, the student should state clearly and sharply in his mind the questions of law which arose therefrom, and attempt their solution. He confessed himself to be a strong believer in the benefit of a study of logic, especially as of high value in throwing light upon the structure of the human mind; but he knew, on the other hand, that many successful lawyers regarded logic with an emotion of pity and scorn. Let the students of this college take full advantage of their academic privileges; but these would never take the place of hard individual work. Law lectures and examinations alone would never make real lawyers unless supplemented by individual thought and effort. It was true in matters intellectual as well as moral that not that which goeth into the man but that which cometh out of him degrades or elevates him. Nothing was more precious than a little difficulty, for it was often the key to the whole matter. First, then, let the difficulty be stated with the utmost precision of which the student was capable, to see what was the exact point of ignorance or the exact nature of the opposing inferences. Sometimes the whole difficulty disappeared in the effort to state it to one's self, but if it remained let the student carefully dwell upon it until it either disappeared, or, as was sometimes the case, destroyed or subverted the whole structure, the argument or inference or conclusion in which it at first appeared to be only like an insignificant flaw. A difficulty was sometimes of more value than the thing in which it seemed a mere incident. In this respect the method of the lawyer and that of the man of science were closely akin. To both of them nothing was too small for study or investigation, and this was one reason why, to the onlookers, their investigations often seemed so tedious. The profession upon which his hearers were entering might be noble or base according to the spirit in which they exercised it. The object of the law was one of the noblest to which the nation could aspire, namely, the ascertainment of truth, the promotion of honesty and of righteousness, the repression of crime, and fraud, and of injustice. Its technicalities had, he supposed, in all time given occasion for the existence of men who, disguising all that was noble in their calling, had used their knowledge and power for unworthy ends, and had too often made the name of lawyer a word of reproach rather than of honour. It would be for each of his hearers to choose in which of the paths he would walk, and if he chose the path of virtue he must not repine if he did not reap the rewards of iniquity. Now and then moral questions of some difficulty might and would arise in their practice, but, with an honest desire to do right, lawyers would generally, he believed, feel their way to their solution. He appreciated the duty which every lawyer owed to his client, but he had never been able to accept it in the unqualified terms in which it had been stated by some great lawyers. That duty never could justify deceit or fraud; it could never set free from the obligation due to truth; it should never allow a lawyer to forget what was bound up in the idea of an English gentleman. The law was good if a man used it lawfully, if in the exercise of it conduct was governed by the higher law of conscience. In the hope and belief that his hearers would so exercise their profession he wished them each Godspeed.

The President of the Incorporated Law Society (Mr. Pennington) proposed a vote of thanks to Sir Edward Fry. He commended the students to look forward with hope and expectation to occupying the seat from which, unfortunately for the community, Sir Edward Fry had just stepped down. He congratulated the lawyers of Liverpool on the establishment of a faculty of law in the University College, and hoped it would succeed to the full extent of their wishes. He concurred in the opinion that it was of the utmost importance that attention should be given to practical

matters in connection with the study of law. His view was that, at any rate as regarded solicitors, the best part of their education was that which they received in a solicitor's office.

LAW SOCIETIES.

LAW ASSOCIATION.

At a meeting of the directors held at the hall of the Incorporated Law Society on Thursday, December 1, the following being present—viz., Mr. H. C. Nisbet (chairman), Messrs. S. J. Daw, L. Deaborough, A. E. Finch, S. Smith, A. Toovey, and Arthur Carpenter (secretary), a grant of £50 was made to a member, £30 to a daughter of a member, and grants of £10 each to the widows of two non-members. Mr. William John Wilkinson, Mr. F. E. Wickham, and Mr. E. Graham Tylee were elected members; and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 10th of November, 1892:—

Abberley, William Heath
Abbott, Maurice
Addison, George
Albu, Albert
Anderson, Frank
Annesley, Francis Cotton
Arnatt, Jonathan
Atkins, Edward Glover
Backhouse, Henry
Bain, David Herbert
Baker, Charles
Baldwin, Alexander Bertie, B.A.
Barber, Charles Gilbert
Barber, William Priestley, B.A.
Barnes, Walter James
Barrett, Bertie Sardon
Bartlett, John Adams, B.A.
Bastide, Arthur
Bates, John, B.A.
Bell, Arthur Douglas
Beloe, Edward Milligen
Bette, Alfred Bishop
Billson, Edgar Leicester, B.A.
Bisgood, Gerald Cecil, B.A.
Bishop, Frederick William
Blatch, Herbert
Bodman, George
Booth, Benjamin
Brayne, Henry Francis Robert, B.A.
Braund, Francis Harold
Bridgman, Ernest James Hamilton
Broad, Ernest James Thierry
Brook, Charles Herbert
Brown, Arthur Henry
Buckley, Charles Arthur
Caddick, Alfred Armstrong
Cadman, Henry Ashwell
Careless, Archibald Lindsay
Carruthers, Richard
Chapman, Charles James
Chapman, Ernest Lewin
Charles, Frank Percival
Chattock, Hugh Percival
Cheatle, Herbert John
Chubb, Alfred Everard
Church, Frank Tandy
Clarke, William Sefton, B.A.
Cohen, Samuel Burnett, B.A., LL.B.
Collinge, Frederick Samuel
Craig, Gilfrid Gordon
Cross, William Holgate
Crowther, Nelson
Cruddas, John Swale
Dawbarn, Albert Yelverton, B.A.
Deighton, Francis John
Dell, Alfred Percival
Dodgson, Walter, B.A.
Drewry, William James
Duce, Alfred
Ellis, Alfred
Elwes, Henry Geoffrey
Epton, Robert
Evans, Daniel
Farrance, Herbert

Flower, Ralph Wickham
Forbes, William Henry Kemball
Foster, George Henry Thomas
Fowler, Ernest Clive
Gain, Harry Goodenough
Goddard, Ernest George Bryant
Gray, Samuel Oscar
Green, Richard Malcolm, B.A.
Griffith, Rowland Parry
Halton, Frederic William
Harris, Godfrey John
Harston, John Scott
Hetherington, Joseph
Hill, John Benjamin Bishop
Hills, Walter Robert
Hitchings, Walter Richard
Hobson, Alfred Allen
Hodgkinson, George Edmund Mason
Hornsby, Thomas
Hoskins, Claude Hamilton
Houlton, Fred Robertson
Hugh-Jones, George Dempster
Jacobs, Bertram
Jones, Arthur Lloyd
Jones, Gwilym
Joplin, Germain Nicholson, B.A.
King, Gilbert Walter
Kirkham, Thomas Arnold, B.A.
Leaoyd, Ernest Gordon
Leech, Richard Henry
Lewis, Frederic Gwynne
Lloyd, John Rogers
Lloyd, Joseph
Long, James
Lord, Zachary Mellor
Lucas, William Wrathall
Lumsden, Thomas
Lungley, James, B.A.
Macdonald, Kenneth
Mackie, Edward Dacre, B.A.
Maw, Richard Park, B.A.
Mead, Gerald Harvey
Milburn, Robert
Mortimer, Frederic Charles Tandy
Nicholl, David Arthur, B.A.
Nonweiler, Arthur Henry David
Nuttall, Ernest Albert
Othen, John
Pettitt, Donald Henry
Pryce, Arthur Ivor, B.A.
Quicke, John Minturn, B.A.
Redfern, Richard
Richards, John Thomas
Ricketts, Neville Ewart
Ridsdale, Arthur Francis
Robinson, Lewis Watson
Rutherford, Thomas Bell
Rydon, Henry Walter
Samuel, Maurice
Shawe, William Albert
Shipwright, Charles Albert
Shone, Llewelyn
Slater, Sidney
Smith, Edmund Melliar

Smith, Kenelm Henry Hallett
Snow, Onslow John
Spargo, Thomas Alfred May
Spriggs, Henry Binyon
Steel, Tom Stanley
Stein, Henry Walter
Stephens, John
Stutfield, Ernest Alfred Burgoyne
Sweet-Escott, William Sydney, B.A.
Symonds-Taylor, Richard Herbert, B.A.
Syms, Thomas
Taylor, Percy Wellington
Templeman, Basil
Tennant, George Frank Dalrymple
Thomas, Gwiliam Ild
Thomas, Moses
Thomas, Peter David

Thompson, Rowland Thomas
Tomkins, Frank Oliphant
Tomks, Osmund
Toome, Charles William
Topham, George
Twentyman, Henry Nicholson
Unwin, George
Vaughan, John Thomas
Vickery, James Valentine
Wagstaff, Algernon De L'Isle, B.A.
Walsh, Andrew Lewis
Watts, Edmund Linton
Weighell, Richard Charles
Whittingham, Richard
Wilson, Cyril Reynold, B.A.
Wiltshire, Percy
Withers, Robert Johnstone
Woodhouse, Joe

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 8th and 9th of November, 1892:—

Atkinson, George Anthony John
Atkinson, Thomas
Auld, John Harrison
Avery, John Howard
Baddeloy, Edward Lawrence
Baker, Henry Mills, M.A.
Barlow, John Bennet
Bate, John
Bathurst, Allen
Bevan, Harold Buckley
Bowen, Henry James Ap Owen
Boyes-Fowler, Benjamin John, B.A.
Brian, Cadwallader George
Brook, Willie
Brown, William Henry Trotter
Browning, Edward Eustace
Burton, Charles Henry, B.A.
Burton, Walter
Callender, George Dayrell
Canning, William Davis
Chamberlin, Arthur William
Chambers, Edward Percy
Charlesworth, George Kenneth
Charnock, John James
Cheverson, Bernard Alabone
Cockerton, Vernon Reilly
Creed, George John
Dales, John
Dalziel, Hugh
Dargue, William Dawson
Debenham, Alfred Edward
Dixon, Samuel Taylor
Dolman, Arthur Henry
Douglass, Richard Hugo
Dowse, George James
Ellis, Thomas
Emanuel, Charles Herbert Lewis, B.A.
Evans, George Henry
Fletcher, Cartaret Ernest, B.A., B.C.L.
Flint, Arthur Rest
Flowers, Arthur
Forshaw, Alfred
Gandy, William James
Gee, Hubert Spencer
Giles, Alfred
Glasgow, William
Grumbut, Victor
Gwatkin, Hugh Fortescue Wilma-hurst
Hart, William Edward
Hartley, Thomas
Hutton, Arthur Gerald
Hayes, Albert Charles
Hayward, Francis Goodall
Heelis, George Herbert
Hellard, Charles Stuart
Hextall, George Bown
Heywood, Nathaniel Arthur
Hildeheim, Paul, B.A.
Holmes, Herbert Stanley
Hope, Henry Green, M.A.
Hughes, Robert Bristow
Hunstan, George Alexander
Irvine, B.A.
Huson, William Richard
Hyde, Louis
Jackson, Cyril Hugh, B.A.
James, Richard Edwards
Johnson, John Richard Ockleahaw
Jones, Henry Maxwell, M.A.
Joy, Richard Eustace, M.A.
Kay, Robert Newbald
Kerr, Robert Charles
Kidd, Andrew Edwin
Lanckester, Eric Allport, B.A., LL.B.
Lascelles, Edwin Thomas
Lees, William James
Levi, Alfred David
Lewis, William
Lindo, Cecil Gabriel
Litchfield, Arthur Erasmus, B.A.
Loft, Alfred Dale Capel
Loft, Percy John Martin
Lofte, Philip
Lush, William
MacMahon, Patrick Maurice
Margitts, Lewis Alfred Tomes
Martin, Frank Reece
Martyn, Orlando Bridgeman
Mather, Edward
Maycock, Bernard Joseph, B.A.
Miller, Henry William
Morley, Guy Estell
Mossop, William
Neison, James Edwin Rich
Nesbitt, Robert Chancellor
Ommanney, Francis Frederick
Osborn, Henry Walter
Page, Arthur William
Page, John Edward
Parker, Frank
Pearse, Henry Edward Swaine
Pennington, Herbert
Pethybridge, William Hampton
Polhill, Sydney Gilbert
Price, Ernest Edward Joshua
Pryor, Cyril Herbert
Pye-Smith, Edward Wilfred
Quarrell, William Henry, M.A.
Ram, John Adye Scott
Read, William James Stone
Reuss, John Leonard
Richardson, Alfred Booth
Richardson, Herbert Joseph, B.A.
Robbs, Walter
Roberts, Frank Owen, B.A., LL.B.
Robinson, Temple William
Rollinson, Ernest Mark
Rushforth, Francis McNeil
St. Leger, Hugh
Sandars, Francis Hervey, B.A., LL.B.
Sandford, Arthur
Sankey, Albert Edward, B.A.
Scott, Alfred
Seaton, Charles Algernon
Shaw, Thomas Davidson
Sheppard, Gerald Arthur, B.A., LL.B.
Simey, George Iliff, B.A.
Simpson, Herbert
Skinner, Charles Blackett
Smith, William McKensie
Snake, Alfred Henry
Stanton, Cornelius Harrison
Stevenson, Harold Thomas, B.A.
Stirling, Archibald William

Stone, Park Nelson, B.A.
 Street, Frederick James
 Sword, Alexander Bruce Dennistoun
 Taylor, Ernest Sextus
 Taylor, Glenmore Evans
 Tickle, Ronald Japheth
 Tolley, Frank Gordon, B.A., LL.B.
 Tomlinson, William
 Tootell, Frederick Joseph
 Tuddenham, Frederick Stanley
 Tunbridge, Norley
 Turnbull, George
 Voss, Howell Walters
 Wace, Robert
 Wade, David Treharne Newton
 Walker, Stephen Henry

Wardle, Arthur James
 Waterhouse, Samuel Sharpe
 Webb, Harvey Wilson
 Whitford, Charles Edward
 Wigram, Robert Ainger, B.A.
 Wilkins, William Harry
 Williamson, James Brindley, B.A.
 Wood, Ernest Edmund
 Wood, George Frederic Joseph
 Woolmer, Shirley Worthington
 Wragg, Edmund Arthur Windridge
 Wright, Charles North
 Wylie, John
 Young, Arthur Dickson Waring
 Young, Cyril
 Yonge, Duke Mohun

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—November 22nd.—Mr. W. R. Kinipple in the chair. Mr. Cuthbert Curtis opened the debate: "That this society is of opinion that Vivisection ought to be absolutely prohibited." Mr. Clarence Harcourt opposed. The following gentlemen followed:—Messrs. Herbert Smith, Arthur Smith, Chilcott, Jones, Woodhouse, and H. Harcourt. Mr. Cuthbert Curtis replied. The motion was lost.

November 29th.—Mr. A. W. Watson in the chair. Mr. T. S. Wilkinson opened the debate, and moved: "That the case of *Henthorn v. Fraser* (1892, 1 Ch. 27) was wrongly decided." Mr. A. E. Clarke opposed. The following gentlemen spoke in the affirmative:—Messrs. R. C. Gould, Brownjohn, Anderson, Blagden, Pritchard, and Simon. The following in the negative:—Messrs. J. J. Edwards, Arthur Smith, Newnham, and H. Harcourt. Mr. Wilkinson replied. The chairman summed up, and the motion, on being put to the meeting, was lost.

NEW ORDERS, &c.

TRANSFER LIST.

Arranged in the order in which the actions will come into the daily list (continued from page 64).

Atkins v Smith	May 12, "	North, J.
Hart v Hill	" 12, "	"
Hardman v Bradshaw	" 13, "	Chitty, J.
Re Tomkin Wickham v Tomkin	" 13, "	Stirling, J.
Re Hall, the elder Re Hall, the younger	" 14, "	"
Hall v Hall	" 14, "	"
Wright v Ottoman Paper Manufacturing Co	" 14, "	"
Franken v Buenos Ayres Water Supply, & Co, ld	" 16, "	Kekewich, J.
Ross v Allen	" 17, "	Chitty, J.
Baron Carew v Barn Elms (Ranelagh) Club, ld	" 17, "	Stirling, J.
Ferguson v Kootenay Smelting and Trading Syndicate, ld	" 19, "	"
Seaborne Coal Co, ld v Edey	" 20, "	"
Local Board of Acton v London and South-Western Junction Railway Co	" 20, "	Kekewich, J.
Re Brown Sleeman v Brown	" 20, "	"
Bowie v Rumney	" 21, "	Chitty, J.
Barnett v Barnett	" 21, "	Stirling, J.
King v Nethersole	" 23, "	"
Phillips v Cresswell	" 24, "	Chitty, J.
Stearns v Steane	" 26, "	Kekewich, J.
Huntley v Curry	" 26, "	"
Barratt v Manchester South Junction and Altrincham Railway Co	" 27, "	Chitty, J.
Mercantile Investment and General Trust Co, ld v River Plate Trust, Loan, and Agency Co, ld	" 27, "	North, J.
Middleton v Drake	" 27, "	Stirling, J.
New York and Kentucky Land Co v Northern and Western American Association, ld	" 28, "	Chitty, J.
Powell v London and Provincial Bank, ld	" 28, "	"
Lindfield v West	" 30, "	Kekewich, J.
Armitage v Armitage	" 31, "	"
McKee v London Road Car Co, ld	June 1, "	Chitty, J.
Re Bussey Bussey v Bussey	" 1, "	Stirling, J.
Re The Eddystone Marine Insurance Co, ld	" 1, "	"
Pegge v Baker	" 2, "	Chitty, J.
Korting Bros v Ledward	" 2, "	"
Lord Petre v Pile	" 2, "	North, J.
Simpson v Cargill	" 2, "	"
Green v Harrison	" 2, "	Stirling, J.
Re Stanley Stanley v Burchell	" 2, "	"
Hornsey Local Board v Hume	" 2, "	Kekewich, J.
Somers Smith v Middleton	" 3, "	Stirling, J.
McLean v Griffin	" 3, "	Kekewich, J.
La Agricultors v Boyd	" 4, "	Chitty, J.

Lancashire v Breadmore	June 4, "	Stirling, J.
Cogswell v Countess of Cardigan	" 4, "	Kekewich, J.
Re Grimley Grimley v Grimley	" 8, "	Chitty, J.
Lodyns Petroleum Syndicate, ld v Tarn	" 8, "	Kekewich, J.
Burroughs & Watts, ld v Edwards	" 8, "	"
Watson v Went	" 9, "	Stirling, J.
Hewitt v Gater	" 9, "	"
Simons v Baker	" 9, "	Kekewich, J.
Re Carne Polwhele v Ross	" 10, "	"
Smith v Baker	" 13, "	Chitty, J.
Want v Campaign	" 13, "	Stirling, J.
Moore v Lion, Lion, & Son	" 14, "	Chitty, J.
Asten v Asten	" 14, "	"
Halifax Commercial Banking Co, ld v Walker	" 14, "	Kekewich, J.
Brodhurst v Aarons Reefs, ld	" 15, "	Stirling, J.
Stevens v Coddington	" 17, "	Chitty, J.
Corrall v Pilkington	" 20, "	"
Byford v Reeves	" 20, "	"
Lawson v Rumney	" 21, "	"
Kayler v Bateson	" 21, "	"
Bromley Local Board v Lloyd	" 22, "	Kekewich, J.
Hickling v Wallace	" 25, "	Chitty, J.
Senior v Porritt	" 27, "	"
Re Petroleum Wells of Germany Syndicate, ld & Co's Acts Ex parte J. M. Henderson	" 24, "	"
Smith v Rhodes	July 30, "	"
Hume-Dick v Hume	July 1, "	"
Scrutton v Stone	" 2, "	Kekewich, J.
Re Fish Bennett v Bennett	{ End of list as of July 4, 1892 }	"
Fitzgerald v Marshall	July 5, 1892	Chitty, J.
Nantylgo and Blaina Ironworks Co v Cory Bros. & Co, ld	{ End of list as of July 7, 1892 }	"
Saunders v Ross	July 7, 1892	Kekewich, J.
Re Smith Arthur v Smith	" 8, "	"
Allhusen v Vigers	" 19, "	Chitty, J.
Monarch Investment Building Society v Grundy	" 20, "	"
Thornley v Thornley	" 20, "	"

NOTICE.

By Orders of the Lord Chancellor, dated 25 July, 1892; 12 August, 1892; 25 October, 1892; 7 November, 1892; 21 November, 1892; and 29 November, 1892, the following Actions have been transferred to the Hon. Mr. Justice Vaughan Williams, sitting as an additional Judge of the Chancery Division:—

From Mr. Justice CHITTY.

Bauer v Tottenham Lager Brewery and Ice Factory, ld 1892 B 2,804
 Crowley v W. Ashby & Son, ld 1892 C 2,232
 Milward v Avill & Smart, ld 1892 M 1,511
 Rolls v J. H. Evans & Co, ld 1892 R 977
 Strapp v Joseph Bull & Sons, ld 1892 S 1,720
 C. Laxon v W. Laxon & Co, ld 1892 L 324
 Foster v The West Indian New Gold Mining Corporation, ld 1892 F 18
 Storey v The Submerging Boat Co, ld 1891 S 4,664
 The Northamptonshire Union Bank v Jesse Harrison & Co, ld 1892 N 125
 Stubber v Thomas Daniel & Co, ld 1892 S 2,877
 Foreign American and General Investment Trust, ld v Malta Railway Co, ld 1890 F 1,753
 Mynors v Trust and Investment Corporation of South Africa, ld 1892 M 147
 Magniac v Arbitrage & Finance, ld 1892 M 2,235
 Strong v Carlyle Press, ld 1892 S 3,868
 Castiglione v Jewellers' Bankruptcy Syndicate, ld 1892 C 3,687

From Mr. Justice NORTH.

Lambert v Duncan, King, & Co, ld 1892 L 1,302
 Miers v Morton Rose & Co v Rio de Janeiro & Northern Ry Co 1892 M 1,654
 Noble v The Dee Oil Co, ld 1890 N 1,836
 Strong & anr v Publishing Co, ld 1891 S 2,633
 Lister v H Lister & Sons, ld 1892 L 150
 Wentworth v Hummums' Hotel, ld 1891 W 2,587
 Douglas v J Lang & Co, ld 1891 D 420
 Fowler v Broad's Patent Night Lights Co, ld 1891 F 1,833
 Hadden Woodward v Trust & Investment Corp of South Africa, ld 1891 W 3,999
 Dawson v Lyric Club, ld 1892 D 1,732
 Lloyd's Bank v Morewood & Heathfield, ld 1892 L 1,062

From Mr. Justice STIRLING.

Benningfield v The Piggs Peake Estate & Gold Mining Co, ld 1892 B 2,784
 The Prudential Investment Co, ld v Alfriston Dairy Co, ld 1892 P 1,398
 Trotter v Mining and General Electric Lamp Co, ld 1892 T 849
 Lafone v W Powell & Sons, ld 1892 L 1,213
 Teuton v The Balmoral Steamship Co, ld 1892 T 1,958
 Dawson v Trust & Investment Corp of South Africa, ld 1892 D 133
 London and Universal Bank, ld v Same 1891 L 2,603

Tipper v H J Cousins & Co, ld 1891 T 2,191
 Danby v Inter-Colonial Publishing Co, ld 1891 D 278
 Harris v Ford & Co, ld 1891 H 1,441
 Miskin v The Gem Glass Co, ld 1891 M 2,096
 Hopkins v The United Kingdom Property Trust, ld 1891 H 3,689
 Williams v The Borough of Portsmouth (Kingston, &c) Tramways Co, ld 1890 W 3,804
 Engel v South Metropolitan Brewing & Bottling Co, ld 1891 E 4
 Strong v Henderson & Spalding, ld 1892 S 3,315
 The Lands Allotment Co, ld v Real Estates Co, ld 1892 L 2,942

From Mr. Justice KEKEWICH.

Irving v Lee, Thawer, & Irving, ld 1892 I 976
 Kooy v Krasnapolsky Restaurant, &c, Co, ld 1892 K 479
 London and Provincial Bank, ld v Portsea Island Building Soc (in liquidation) 1892 L 1,637
 Macalister v Gasclives Concession Syndicate, ld 1892 M 1,437
 Capital and Counties Bank v Hatton, Sons, & Co, ld 1891 C 135
 Stamford, Spalding, & Boston Banking Co v Allchin, Linnell, & Co, ld 1891 S 450
 Brooker v Richard Mayo, ld 1890 B 4,162
 Compton v Kinnears & Co, ld 1891 C 2,443
 Ford v Northwich Salt Co, ld 1891 F 1,295
 O'Hagan v Birmingham Compressed Air Power Co, ld 1891 O 1,968
 Manchester and Liverpool District Banking Co, ld v Paragon Works, ld 1891 M 1,059

LEGAL NEWS.

OBITUARY.

The *Times* announces the death of Master FREDERICK COCKBURN, Queen's Coroner and Attorney, which took place at his residence, Clauricarde-gardens, on Monday morning after a long illness. Mr. Cockburn, who had held the post of a Master of the Crown Office for several years past, was a well-known and highly respected official of the Supreme Court.

APPOINTMENTS.

The Honourable Society of Lincoln's-inn has appointed Mr. MONTAGUE CRACKANTHORPE, Q.C., to be a member of the Council of Law Reporting in the place of Sir John Rigby, who, as Solicitor-General, has become an *ex-officio* member.

Sir CHARLES RUSSELL, Q.C., M.P., has been elected Treasurer of the Honourable Society of Lincoln's-inn for the ensuing year, in succession to Sir Edward Fry, whose term of office expires on the 10th of January next.

Mr. CECIL DOWSON, solicitor, 17, Whitehall-place, S.W., has been appointed a Commissioner for taking the Acknowledgments of Deeds of Married Women for the County of London. Mr. Dowson is a commissioner for oaths, and was admitted in August, 1876.

Mr. HENRY CHARLES SQUIRES, M.A., solicitor, Cambridge, has been appointed a Commissioner for Oaths. Mr. Squires was admitted in February, 1886.

Mr. GEORGE SMITH, solicitor, Horbling, has been appointed a Commissioner for Oaths. Mr. Smith was admitted in June, 1886.

Mr. WILLIAM VINCENT, solicitor, 20, Budge-row, E.C., has been appointed a Commissioner for Oaths. Mr. Vincent was admitted in June, 1886.

Mr. JOHN GARDEN WALSH, solicitor, Oxford, has been appointed a Commissioner for Oaths. Mr. Walsh was admitted in July, 1886.

Mr. ROBERT MILLS WELSFORD, M.A., LL.B., solicitor, 2, Bond-court, Walbrook, has been appointed a Commissioner for Oaths. Mr. Welsford was admitted in November, 1885.

Mr. ROBERT STEPHEN SHAPS WALKER, solicitor, 14, Queen-street, Cheap-side, has been appointed a Commissioner for Oaths. Mr. Walker was admitted in June, 1886.

Mr. STANLEY WILTON, solicitor, Doncaster, has been appointed a Commissioner for Oaths. Mr. Wilton was admitted in April, 1885.

Mr. ROBERT CECIL WINDER, solicitor, Bolton, has been appointed a Commissioner for Oaths. Mr. Winder was admitted in January, 1886.

Mr. JOHN HARRIS WRENTMORE, solicitor, 29, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Wrentmore was admitted in July, 1886.

Mr. SAMUEL WELLS, solicitor, Aldershot, has been appointed a Commissioner for Oaths. Mr. Wells was admitted in February, 1886.

Mr. HARRY SPURGEON BLACKHAM, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Blackham was admitted in February, 1886.

Mr. WILLIAM DAVIES, solicitor, Lampeter, has been appointed a Commissioner for Oaths. Mr. Davies was admitted in December, 1886.

Mr. EDWARD WALTER DAVIES, solicitor, Tower-chambers, Moorgate, E.C., has been appointed a Commissioner for Oaths. Mr. Davies was admitted in February, 1886.

Mr. HAROLD EASTON, solicitor, Leominster, has been appointed a Commissioner for Oaths. Mr. Easton was admitted in February, 1884.

Mr. HENRY FIELDING, solicitor, Canterbury, has been appointed a Com-

missioner for Oaths. Mr. Fielding was admitted in July, 1886. He is clerk to the school board, deputy coroner for Kent, Ashford district, and undersheriff for the city.

Mr. JOHN FREDERICK LANSOX, solicitor, Wakefield, has been appointed a Commissioner for Oaths. Mr. Lansox was admitted in April, 1887.

Dr. HERBERT WOODHOUSE, LL.D., solicitor, of Hull, has been appointed Under-Sheriff for the Town and County of Kingston-upon-Hull for the ensuing year.

Mr. T. CLARKSON RUSSELL, who has for many years practised as a solicitor at 24, Coleman-street, London, and for some years past has resided at Brighton, has been appointed a Justice of the Peace for that borough.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

RICHARD BERE and JOHN HENRY BERE, solicitors (R. Bere & Son), Milverton and Dulverton, Somerset. Nov. 1. [*Gazette*, Nov. 25.]

ADMISSION.

Mr. CLAUDE JESSETT, solicitor, St. Clement's House, Clement's-lane, London, E.C., has taken his son, Mr. Montague George Jessett, into partnership, and the style of the new firm will be Claude Jessett & Son, instead of Dalton & Jessett, as hitherto.

INFORMATION WANTED.

BRIGHTLINGSEA MANOR.—Any person having any Court Rolls or other documents relating to this manor are requested to communicate with Messrs. Beaumont, Son, & Rigden, 33, Chancery-lane, London, W.C.

GENERAL.

In the course of the hearing of the case of *The Queen v. Barnardo*, on the 25th ult., the Lord Chief Justice is reported to have said:—"Do the House of Lords encourage the idea that there is an appeal in *habeas corpus* cases? It does not seem to have occurred to them that they are practically repealing the Act, and that by constantly appealing a man might be unjustly kept in prison, say, for three years, which is the time which the appeal has taken to try. It is one of the most salutary statutes in the whole book, and makes England differ from every other country. *Cox v. Hakes* (15 App. Cas. 506) is an authority to show that no appeal lies, and I observe three of the learned lords who said there was no appeal in that case say there is one in this, and one judge is dead."

The following particulars with which we are favoured of the increase in value of properties in the metropolis may be of interest. The properties referred to are as follow:—No. 6, King-street, Cheapside, E.C. (Freehold), sold by auction on the 4th of March, 1854, for £2,420, then let at £120 per annum; sold by auction by Messrs. Wm. Copping & Higgs on the 16th ult. for £8,650, now let at £350 per annum. A block of five freehold shops, 22-30 (even), High-street, Deptford, sold by auction on the 27th of April, 1854, for £2,620, then producing £200 per annum; sold by auction by Messrs. Wm. Copping & Higgs, at the Mart, on the 16th ult., for £5,455, now producing £284 per annum. Two freehold shops 339 and 345, New Cross-road, E.C., sold by auction on the 11th of August, 1871, for £1,337 10s., then producing £100 per annum; sold by auction by Messrs. Wm. Copping & Higgs, at the Mart, on the 16th ult., for £1,795, now producing £100 per annum.

The *Times* says that the designs of a new building intended as the first of a series of additions to the Public Record Office have just been prepared by the permanent staff of the Office of Works, under the direction of Mr. John Taylor, Surveyor of her Majesty's Works and Public Buildings in London. The main front of the building, composed of Portland stone and Kentish rag, will be in Chancery-lane, the principal entrance being almost immediately opposite the portico of the Law Institution. In order to facilitate the constantly growing traffic of the thoroughfare, the elevation, which is Gothic in character, is to be set back 20ft. from the line of the existing footway. In the course of two or three years the building now being erected will be followed by another block, which will involve the demolition of Rolls House and connect the structure now in hand with the portion built some years ago. Subsequently, at a period not yet determined, a further block will be constructed on the south side extending towards Fetter-lane, and the whole range of buildings will then form a quadrangle 40 ft. wide. A considerable space will be left open at each end of the building, and as soon as the lease of the house No. 5, Chancery-lane expires, the premises, which form part of the Rolls estate and belong to the Crown, will be cleared away, and some of the windows of the south wing of the Record Office will then look direct into Serjeant's-inn.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Dec.	5 Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday	6 Farmer	Ward	Boal
Wednesday	7 Rolt	Pemberton	Pugh
Thursday	8 Farmer	Ward	Boal
Friday	9 Rolt	Pemberton	Pugh
Saturday	10 Farmer	Ward	Boal

Monday, Dec.	5	Mr. Justice STIRLING.	Mr. Justice KKEWICH.	Mr. Justice ROMER.
Tuesday, Dec.	6	Mr. Godfrey Leach	Mr. Clowes Jackson	Mr. Lavie Carrington
Wednesday, Dec.	7	Godfrey Leach	Clowes Jackson	Lavie Carrington
Thursday, Dec.	8	Leach	Clowes Jackson	Lavie Carrington
Friday, Dec.	9	Godfrey Leach	Clowes Jackson	Lavie Carrington
Saturday, Dec.	10			

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HERCYNIA COPPER CO., LIMITED.—Petn for winding up, presented Nov. 23, directed to be heard on Dec. 17. Jones, Quality court, Chancery lane, agent for Williams, Neath, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

IPSWICH AND SUFFOLK COFFEE PUBLIC-HOUSE CO., LIMITED.—Creditors are required, on or before Jan. 9, to send their names and addresses, and the particulars of their debts or claims, to Samuel Waters, 4, Princes st, Ipswich. Birkett & Ridley, Ipswich, solors for liquidator.

L. J. WRIGHT & CO., LIMITED.—Creditors are required, on or before Dec. 10, to send their names and addresses, and the particulars of their claims or debts, to Henry Griffith, jun, 131, Watstone lane, Birmingham.

RAILWAY AND GENERAL AUTOMATIC LIBRARY, LIMITED.—Petn for winding up, presented Nov. 17, directed to be heard on Dec. 3. Newman, Cophall bldgs, solor for petners. Notice of appearing must reach the abovenamed not later than Dec. 2.

SIN'S SHIP COMPOSITION CO., LIMITED.—Creditors are required, on or before Jan. 12, to send their names and addresses, and the particulars of their debts or claims, to William John Burnside, 171, Queen Victoria st.

FRIENDLY SOCIETIES DISSOLVED.

CARDIFF SHIPWRIGHTS' PROVIDENT BENEFIT SOCIETY, St John's Hall, St John's sq, Cardiff Nov. 21.

PRINCESS ALICE WORKING MEN'S FRIENDLY SOCIETY, Castle Hotel, Newland rd, Worthing Nov. 21.

London Gazette.—TUESDAY, NOV. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARIA MINOR COTTON CO., LIMITED.—Creditors are required, on or before Dec. 29, to send their names and addresses, and the particulars of their debts or claims, to James Dodd, 9, Orange court, Liverpool.

COIGEN TERRACE (BARRY DOCK) BUILDING CO., LIMITED.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Cook, 98, St Mary st, Cardiff.

SURBITON HILL COFFEE TAYNERS CO., LIMITED.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts and claims, to John Hill Munday, College hill chambers, 23, College hill.

FRIENDLY SOCIETY.

HONLEY LODGE OF MODERN DRUIDS' SOCIETY, Honley, Huddersfield—Creditors are required, on or before Dec. 24, to send in particulars of such claims to Ernest Alexander Beaumont, 28, Queen st, Huddersfield.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 15.

BAINBRIDGE, EMBERSON MURCHAMP, Newcastle upon Tyne, Draper Dec 28 Brown, Newcastle upon Tyne

BATTY, BATTY JOSEPH HAWKSWORTH, Sheffield Dec 31 Clegg & Sons, Sheffield

BEALE, LAURA FREDERICA, Wood Vale, Lordship lane, Forest Hill Jan 16 Austin & Austin, Union st, Old Broad st

BERESFORD, MARY, Hardings st, Bristol Dec 12 A G & N G Heaven, Bristol

BOSTON, HENRY, Heathland rd, Stoke Newington, Potato Salesman Dec 15 Moggridge, Farnival's inn

BURTON, ALFRED, Carlton hill, St John's Wood, Gent Dec 16 Hudson & Co, Queen Victoria st

BUTCHER, SAMUEL, Derby, Norton, Farmer Dec 31 Watson & Co, Sheffield

CLIFFORD, LOUISA, Staplehurst, Kent Dec 24 Meadows & Co, Hastings

COLLINGS, PAUL, Exeter, Innkeeper Dec 27 Burch & Son, Exeter

COPPLESTONE, CHRISTIANA, Laxham gardens, South Kensington, Lady's Maid Dec 12 Smith & Sons, Aldersgate st

FARMER, SIR JAMES, Pendleton, Lancs, Knt Jan 31 Crofton & Craves, Manchester

FOX, REBECCA, Turret grove, Clapham Dec 12 Bulcraig, Lydon rd, Clapham

GALT, ELLEN, Underhill rd, Dulwich Dec 31 Ford & Ford, Outer Temple; Treadwell, Queen Victoria st

GIBSON, CAROLINE, Ramsgate Dec 5 Parry & Gibson, Clement's inn, Strand

MARLOW, REBECCA, Rose cottages, Twickenham green Dec 12 Jordan & Davies, Frederick's place, Old Jewry

MATCHAM, EDWIN HARLOW, Margate, Gent Dec 10 Sankey, Margate

MATTE, JOAO CHRISTIANO, Wiesbaden, Germany Dec 12 Keighley & Co, Lincoln's inn fields

MINNS, EDGAR HAMMOND, Great Dover st, Southwark, Engineer's Clerk Dec 19 Scott, Austinfrans

MORGAN, DAVID, Otford, Sevenoaks, Kent Dec 15 Sandilands & Co, Fenchurch avenue

POOLE, GEORGE BRUCE, Hastings, Plumber Dec 24 Morgan, Hastings

POOLE, SARAH MADDOCKS ANSELL, Cambridge ter, Hyde Park Dec 13 Fussell & Co, Bristol

RAVEY, WILLIAM, Manchester, Architect Dec 31 Hocking & Co, Manchester

RAIMER, ANN, Southsea Dec 15 Prior & Co, Lincoln's inn fields

RAWLINGS, MARY ANN, Bishopston, Glos Dec 31 Bell & Fream, Gillingham, Dorset

RAWLINGS, STEPHEN, Wincanton, Somerset, Gent Dec 31 Bell & Fream, Gillingham, Dorset

REILLY, HERBERT READE, Orissa, Settlement Officer Jan 31 Morgan & Co, Old Broad st;

REYNOLDS, JANE, Hulme, Manchester Dec 17 Sykes, Manchester

ROBERTS, WILLIAM, Linthwaite, nr Huddersfield, Surgeon Jan 1 Simpson & Simpson, Manchester

SIMS, THOMAS, Derby, Butcher Dec 21 J & W H Sale, Derby

SMITH, FREDERICK VINCENT, Hamilton ter, St John's Wood, Esq Dec 31 Spanll, Verulam buildings, Gray's inn

SMITH, MARY, Cheltenham Dec 21 Marlow & Co, Walmall

SMITH, WILLIAM, Small Heath, Birmingham Dec 15 Coleman, Redditch

STALKER, ALEXANDER McLAREN, Sefton Park, Liverpool, Baptist Minister Dec 20 Bur-

SURRIDGE, TOM, Seven Sisters rd, Finsbury park Dec 15 Webber & Duncan, Farnival's inn

VIPAN, THOMAS MAYLIN, Isle of Ely, Esq Dec 23 Peed, Cambridge

WATERHOUSE, JAMES, Marple, Chester, Wash Dealer Dec 15 Johnsons, Stockport

WATERHOUSE, SEBASTIAN, Liverpool, Land Agent Dec 10 Norris & Sons, Liverpool

WEBSTER, JOSEPH, Ilkley, Yorks, Gent Nov 21 Robinson & Co, Bradford

WELLS, LOUIS FREDERICK, Richmond, Moss Side, nr Manchester, Salesman Dec 10 Samuels, Manchester

London Gazette.—FRIDAY, NOV. 18.

ARMSTRONG, GEORGE ALEXANDER, East Melbourne, Victoria, Physician Dec 8 Gedge & Co, Old Palace yard, Westminster

ATTWATER, THOMAS MARTIN, Faversham, Kent, Superintendent of Navigation Dec 31

BELL, CHARLOTTE WADSWORTH, Clist Hydon, Devon Dec 31 Gedge & Co, Old Palace yard, Westminster

BLUNT, SIR CHARLES WILLIAM, Bart, Heathfield pk, Sussex Dec 25 Oliver & Sons, Carey st, Lincoln's inn

BORDER, SAMUEL BETTER, Torquay, Gent Dec 17 Hooper & Wollen, Torquay

BOWLES, JOSEPH, Balsall Heath, Birmingham, Gent. Dec 20 Eaden, Birmingham

BROWN, ELIZABETH, Penstanton, Hunts Dec 1 Watts, St Ives

BRYANT, CHARLES, Faversham, Kent, Linen Draper Dec 31 Tassell & Son, Faversham

CHAPMAN, THOMAS, Croydon, Surrey, Licensed Victualler Dec 14 Gray, High rd, Kilburn

CAMPBELL-WALKER, ARTHUR, Elm pk grdns, South Kensington, formerly Capt in 79th Highlanders Dec 20 Patersons & Co, Lincoln's inn fields

CHAPMAN, WILLIAM, Charlton Kings, Cheltenham, Farmer Dec 15 W & C H Jenson, Cheltenham

CHURCH, JOSEPH, Newthorpe, Notts, Publican Dec 17 Carter, Nottingham

COX, JAMES, Cheltenham Jan 31 Winterbothams & Gurney, Cheltenham

DALE, MARY, Hursfield, co Chester Nov 30 Pattinson & Smale, Macclesfield

DIXON, ROBERT HUTCHINSON, Liverpool, Shipowner Feb 1 Stone & Co, Liverpool

DUMARCO, SOPHIA, Southampton Dec 19 Sharp & Co, Southampton

DURSTON, EDWARD, Bridgwater, Yeoman Nov 30 Chapman & Co, Bridgwater

ELLIOTT, CHARLES, Sheffield, retired Licensed Victualler Dec 31 Vickers & Co, Sheffield

ETKYN, THOMAS, Hyde park gate, Esq Dec 16 Taylor & Co, Field ct, Gray's inn

FIELD, THOMAS, Hebden bridge, Yorks Dec 1 Shaw, Hebden bridge

FORD, FREDERICK, Middle Wallop, co Southampton, Gent Dec 15 Wilson & Sons, Salisbury and Wilton

FORESTER, FREDERIC, Brighton, Esq, formerly of H M Indian Navy Dec 20 Simray & Sidney, Serjeants' inn, Fleet st

GRANTHAM, JOHN, Norbury, co Chester, Farmer Dec 15 Lake & New, Stockport

GRIFFITHS, JAMES, Ardwick, Manchester, Innkeeper Dec 31 Bridgman & Co, Chester

HATCHWELL, HENRY, Newton Abbot, Devon, Cabinet Maker Dec 10 J. Hatchwell Birdhuist, Canham rd, South Norwood, S E

HEATLEY, JANE, Stamford Dec 27 Reep & Co, Gt St Thomas Apostle, Queen st

HOLKER, JOSEPH, Monton, Eccles, Lancs, Gent Dec 21 T E Jones, Manchester

HOMWOOD, THOMAS, Biddenden, Kent, Farmer Dec 27 Hallett & Co, Ashford

JACKSON, REV CANON EDWARD, Leeds Dec 28 Peckover, Leeds

JOHNSON, JAMES, Over, Cambs, Farmer Dec 1 Watts, St Ives, Hunts

KERRIGAN, MICHAEL, Fairfield, Lancs, Cattle Salesman Dec 7 Yates & Co, Liverpool

KIRK, JANE, Kingston on Thames Dec 15 Charlton & Baker, Kingston on Thames

KIRKMAN, BENJAMIN, Hornchurch, Essex, Farmer January 2 Preston, the Grove, Stratford

LAWSON, ANNIE, Bradford Jan 2 Browning, Bradford

MAJOR, JOHN, Tuxford, Notts, retired Innkeeper Dec 21 Marshalls, East Retford and Tuxford

MARTIN, FREDERICK, West Cowes, I W, Upholsterer Dec 1 Damant & Sons, Cowes

MARON, ELIZABETH, Guide Bridge, Ashton under Lyne, Innkeeper Dec 15 Scholes, Manchester

PINCHBECK, JAMES, Smith st, Clerkenwell, Gas Meter Manufacturer Dec 20 Wedlake, Station rd, Finsbury park

PRIESTLEY, JAMES, Salterhebble, Halifax, Boatman Dec 17 Jubb & Co, Halifax

RIACH, JOHN, Bassett rd, Notting hill, Gent Dec 31 Harwood & Stephenson, Lombard st

ROBOTTON, MARY ANN, St Alban's vils, Highgate rd Dec 24 Hampeon & Elgar, King st, Cheshide

SANDELL, HENRY, Cornwall rd, Lambeth, Timber Merchant Dec 31 Mott & Co, Bedford row

SLATER, JAMES, Oswaldtwistle, Lancs, Gent Dec 31 Steele, Burnley

STRELL, WILLIAM THOMAS, Richmond and Mortlake Nurseries, Surrey, Nurseryman Dec 31 Saxton & Morgan, Somerset st, Fortman sq

STROGO, BETSEY, Reading Dec 20 Brain & Brain, Reading

STRONG, WILLIAM, Tunbridge Wells, Gent Dec 20 Brain & Brain, Reading

TATTON, RALPH, Silverdale, Staffs, retired Coal Master Jan 7 Cooper & Co, Newcastle

THORNTON, HARRY GODFREY, Muggerhanger, Beds, retired Lieut Col in Grenadier Guards Dec 17 St Quintin, St Michael's alley, Cornhill

TIDALL, EDMUND CHARLES, Holland pk rd, Kensington, Dairyman Dec 21 Shaen & Co, Bedford row

VERNON, JOHN, Fopstone rd, South Kensington Dec 20 Radcliffe & Co, Craven st, Charing Cross

WEBB, MARY SANDS, 9t John's rd, Deptford Dec 22 Lockyer, New Cross rd

WHITE, THOMAS, Tunbridge Wells, Bu'cher Nov 23 Preston, Tonbridge

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 25.

RECEIVING ORDERS.

BARNES, CHARLES, Sheffield, Cutlery Forger Sheffield Pet Nov 21 Ord Nov 21
 BARNES, THOMAS JOHN, Chatham, late Fruiterer Rochester Pet Nov 21 Ord Nov 21
 BIRCH, NOAH, Nottingham, Journeyman Bleacher Nottingham Pet Nov 22 Ord Nov 22
 BROOKS, GEORGE, Baitow in Furness, Accountant Baitow in Furness Pet Nov 22 Ord Nov 22
 BROWN, BENARD, Salford, Tailor Salford Pet Nov 9 Ord Nov 21
 BUCKLEY, CHARLES SHEPHERD, Clough, Saddlery, Yorks, Shawl Manufacturer Oldham Pet Nov 18 Ord Nov 21
 BURGESS, WILLIAM, Charterhouse sq, Printer High Court Pet Nov 4 Ord Nov 22
 CHALLIS, EDWARD, Folkestone, Builder Canterbury Pet Nov 19 Ord Nov 19
 CLARKE, ALFRED, Crystal Palace rd, East Dulwich, Mercantile Clerk High Court Pet Nov 21 Ord Nov 21
 COCKBIDGE, JOHN, Brighouse, Yorks, Fish Dealer Halifax Pet Nov 22 Ord Nov 22
 DAVIES, WILLIAM, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet Nov 21 Ord Nov 21
 DEAN, HENRY BARTON, Aberystwyth, Ironmonger Tredegar Pet Nov 21 Ord Nov 21
 DUFFIN, THOMAS, Botcheston, Leics, Cattle Dealer Leicester Pet Nov 21 Ord Nov 21
 EVANS, CHARLES HARWOOD, Cheshunt, Herts, Fruit Grower Edmonton Pet Nov 22 Ord Nov 22
 EYRE, CAROLINE EGGLESTON, Leamington, Plumber Warwick Pet Nov 22 Ord Nov 22
 FILMER, EDWARD, JETTERO, Luton, Chatham, Bricklayer Rochester Pet Nov 23 Ord Nov 23
 FLETCHER, HENRY, Ammanford, Llandebie, Carmarthen-shire, Butcher Carmarthen Pet Nov 23 Ord Nov 23
 GRAY, GEORGE, Claylands rd, Clapham rd, Veterinary Surgeon High Court Pet Nov 21 Ord Nov 21
 HALLIDAY, THOMAS LAIDLAW, Burnley, Hatter Burnley Pet Nov 21 Ord Nov 21
 HART, JOE, Leicester, late Fruiterer Leicester Pet Nov 21 Ord Nov 21
 HAYWOOD, WILLIAM, Maidstone, Costumier Maidstone Pet Nov 21 Ord Nov 21
 HEAVENS, WILLIAM EDWARD, Hindon, Brass Founder High Court Pet Nov 23 Ord Nov 23
 HENDERSON, ISAAC VICKERS, Whitby, Northumbria, Boiler Maker Newcastle on Tyne Pet Nov 22 Ord Nov 22
 HUGHES, WILLIAM, Llanfairfechan, Carnarvonshire, Pleasure Boat Proprietor Bangor Pet Nov 22 Ord Nov 22
 HUMPHRIES, FREDERICK GEORGE, Brick lane, Bethnal Green, Cheshamomg's Assistant High Court Pet Nov 22 Ord Nov 22
 JACKSON, GEORGE, Earl's Court rd, Grocer High Court Pet Nov 23 Ord Nov 23
 JACKSON, WILLIAM, Walsall, Vicemaker Walsall Pet Nov 23 Ord Nov 23
 JAMES, HERBERT WILLIAM, Kingston on Thames, Iron-monger Kingston, Surrey Pet Nov 22 Ord Nov 22
 JONES, JENKIN, Lampeter, Cardiganshire, Bootmaker Carmarthen Pet Nov 22 Ord Nov 22
 LEACH, RICHARD CHARLES, Leeds, Flock Merchant Leeds Pet Nov 22 Ord Nov 22
 LIVINGSTON, JOHN BISHOP, Scarborough, Builder Scarborough Pet Nov 21 Ord Nov 21
 LUKER, JOHN GEORGE, Corfe Castle, Dorset, Grocer Poole Pet Nov 22 Ord Nov 22
 MALLETT, GEORGE, Pokesdown, on Southampton, Builder Poole Pet Nov 22 Ord Nov 22
 MATTHEWS, EBERNEZER ELLISON, Petersfield, Hants, Boot Dealer Portsmouth Pet Nov 19 Ord Nov 19
 MILLS, the Hon KENNETH J, Hotel Victoria, Northumber-land Avenue, Gent High Court Pet Nov 8 Ord Nov 23
 NORTHOTT, RICHARD, Torquay, Furniture Dealer Exeter Pet Nov 21 Ord Nov 21
 NORTON, CHARLES JOHN, Kirbymoorside, Yorks, Grocer Northallerton Pet Nov 21 Ord Nov 21
 OLLIER, GEORGE, Nottingham, Cement Merchant Notting-ham Pet Nov 5 Ord Nov 21
 O'NEIL, CHRISTOPHER, JARROW, on Durham, Mattress Maker Newcastle on Tyne Pet Nov 21 Ord Nov 21
 OVERTON, JAMES, Walsall, Harness Furniture Manufacturer Walsall Pet Nov 22 Ord Nov 22
 PAINTER, GEORGE, Arwenack, Falmouth, Farmer Truro Pet Nov 23 Ord Nov 21
 PIRAVANO, GIUSEPPE, Ramsgate, Restaurant Keeper Can-terbury Pet Nov 21 Ord Nov 21
 POLLARD, HENRY E, Duke st, Adelphi, Architect High Court Pet Sept 29 Ord Nov 23
 POTTER, FRYES, Garswood, North Ashton, Lancs, Milk Dealer Wigan Pet Nov 21 Ord Nov 21
 POTTS, JOHN ALFRED, Workington, Cumbria, Draper Work-ington Pet Nov 8 Ord Nov 21
 RANKIN, HENRY GEORGE, and RALPH ROBINSON, Sunder-land, Tailors Sunderland Pet Nov 19 Ord Nov 23
 RICHARDS, HENRY, Camborne, Cornwall, Grocer Truro Pet Nov 9 Ord Nov 19
 SILEY, JOHN SENECEAL, Leicester, Fruit Salesman Leicester Pet Nov 21 Ord Nov 21
 SHACKLETON, MARY, Padstow, Lancs, Licensed Victualler Burnley Pet Nov 23 Ord Nov 23
 SHARP, HENRY, Brokenhurst, Hants, Managing Director of a Pottery Poole Pet Nov 7 Ord Nov 21
 STRAD, JOHN, Bradford, Wholesale Grocer Bradford Pet Nov 23 Ord Nov 23
 STRIVERS, WILLIAM SELLAR, Luton, Beds, Florist Luton Pet Nov 22 Ord Nov 22
 STUBBS, RICHARD, Llandrindod Wells, Radnor, Bootmaker Newtown Pet Nov 21 Ord Nov 21
 SWINBURNE, ROBERT, Alma, near South Kensington, Gent High Court Pet Oct 4 Ord Nov 21
 THOMAS, GWILYM HOWELL, Aberavon, Glam, Licensed Victualler Nenth Pet Nov 21 Ord Nov 21

THOMAS, JONATHAN HOWELL, Porth, Glam, Tailor Penty-pridd Pet Nov 22 Ord Nov 22
 TOMKINS, VALENTINE EDWARD, Fenchurch avenue, Mercan-tille Clerk High Court Pet Oct 14 Ord Nov 21
 TUGGE, JAMES, Southsea, Insurance Agent Portsmouth Pet Nov 19 Ord Nov 19
 VAN YKEN, CORNELIUS LEONARDES, High st, Peckham, Butcher High Court Pet Nov 22 Ord Nov 22
 WHITTING, THOMAS, Baitow in Furness, Boot Maker Baitow in Furness Pet Nov 22 Ord Nov 22
 WILLIAMS, THEOPHILUS, Aberavon, Aberdare, Glam, Grocer Aberdare Pet Nov 23 Ord Nov 22
 WILLIAMS, THOMAS, Rhyll, Commercial Traveller Bangor Pet Nov 23 Ord Nov 22
 WIFE, SAMUEL, Leeds, Tailor Leeds Pet Nov 22 Ord Nov 22

FIRST MEETINGS.

BAKER, ALFRED WILLIAM, Essex, Baker Dec 8 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
 BAKER, WILLIAM, Cheltenham, Dealer in Horses Dec 8 at 3 County Court bldgs, Cheltenham
 BARKER, JOSHUA, Walton, formerly Builder Dec 8 at 3 Off Rec, 35, Victoria st, Liverpool
 BARNES, THOMAS JOHN, Chatham, late Fruiterer Dec 5 at 11.30 Off Rec, Rochester
 BEW, WILLIAM HENRY, Nottingham, Solicitor's Clerk Dec at 3.30 Off Rec, St Peter's Church walk, Nottingham
 BROWN, WILLIAM, Sheffield, Eating house Keeper Dec 6 at 12.30 Off Rec, Figtire lane, Sheffield
 BURDETT, ALBERT EDWARD, Sheffield, Steel Merchant Dec 6 at 2.30 Off Rec, Figtire lane, Sheffield
 BURGESS, WILLIAM, Charterhouse sq, Printer Dec 5 at 1 Bankruptcy bldgs, Carey st
 CHAPMAN, CHARLES, Puckeridge, Herts, Brewer Dec 5 at 12 Saracen's Head Hotel, Ware
 CHATTERTON, A B, Coleherne rd, South Kensington, Theatrical Manager Dec 2 at 11 Bankruptcy bldgs, Carey st
 CHESTER, ARTHUR, Kingston on Thames, Blind Manufac-turer Dec 2 at 11.30 24, Railway approach, London Bridge
 CLEVER, JOSEPH, New Broad st, Architect Dec 5 at 12 Bankruptcy bldgs, Carey st
 CURTIS, WILLIAM, Hunslet, Leeds, Traveller Dec 5 at 12 Off Rec, 22, Park row, Leeds
 DALBY, HERBERT, Banbury, Oxon, Timber Merchant Dec 2 at 11.30 1, 24, Adelaide's, Oxford
 DAVIES, RICHARD, Sedgley, Staffs, Safe Manufacturer Dec 2 at 10.30 Off Rec, Dudley
 DE VALHERMY, COUNT, Blomfield crescent, Harrow rd Dec 5 at 2.30 Bankruptcy bldgs, Carey st
 DRAKE, HENRY WARD, Scarborough, Teacher of Music Dec 5 at 11 Off Rec, 74, Newborough st, Scarborough
 DOCKWORTH, TATTEBELL, Acrington, General Draper Dec 5 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 DUFFIN, THOMAS, Botcheston, Leics, Cattle Dealer Dec 5 at 3 Off Rec, 34, Friar lane, Leicester
 FILMER, EDWARD JETTERO, Luton, Chatham, Bricklayer Dec 7 at 11.30 Off Rec, Rochester
 FLETCHER, HENRY, Ammanford, Llandebie, Carmarthen-shire, Butcher Dec 3 at 3 Off Rec, 11, Quay st, Car-marthen
 FREEMAN, ALLEN, Mexborough, Yorks, Tailor Dec 6 at 11 Off Rec, Figtire lane, Sheffield
 GARNHAM, ELIZABETH MIVAL, New Oxford st, Hostler Dec 2 at 2.30 Bankruptcy bldgs, Carey st
 GILCHRIST, CLARENCE RAYMOND, Fenchurch st, Steamship Manager Dec 2 at 12 Bankruptcy bldgs, Carey st
 HARRIS, JOSEPH, Tunbridge Wells, Riding Master Dec 5 at 2.30 Spencer & Hother, Mount Pleasant, Tunbridge Wells, Kent
 HART, JOE, Leicester, formerly Fruiterer Dec 5 at 12.30 Off Rec, 34, Friar lane, Leicester
 HASTINGS, JOHN, Scarborough, Photographic Artist Dec 3 at 3 Off Rec, 74, Newborough st, Scarborough
 HAYWOOD, WILLIAM, Maidstone, Costumier Dec 5 at 3 Off Rec, Week st, Maidstone
 HICKMAN, JAMES, Streetford, on Manchester, Builder Dec 2 at 3 Ogden's chmbrs, Bridge st, Manchester
 HOLLAND, GEORGE ALGERNON, Hastings, Butcher Dec 5 at 12 Young & Son, Bank bldgs, Hastings
 HOLLOWAY, JOHN ROBERT, Barton on Irwell, Lancs, Yarn Agent Dec 2 at 3.30 Ogden's chmbrs, Bridge st, Man-chester
 HOLMES, EDWARD, Scarborough, Lodging house Keeper Dec 2 at 11.30 Off Rec, 74, Newborough st, Scar-borough
 JONES, JENKIN, Lampeter, Cardiganshire, Boot Maker Dec 3 at 2.30 Off Rec, 11, Quay st, Carmarthen
 JONES, JOHN, Aberavon, Aberdare, Glam, Collier Dec 2 at 2 Off Rec, Merthyr Tydfil
 JONES, WILLIAM JOHN, Leeds, Journeyman Wood Turner Dec 5 at 11 Off Rec, 22, Park row, Leeds
 LAWRENCE, FRANCIS, and GEORGE SUMNERS, Priest court, Foster lane, Pattern Card Makers Dec 5 at 2.30 Bankruptcy bldgs, Carey st
 LEMPERT, SAMUEL ROBERT, Nottingham, Upholsterer Dec 5 at 12 Off Rec, 34, Peter's Church walk, Nottingham
 LINTON, SAMUEL, jun, Scarborough, Boot Repairer Dec 2 at 3.30 Off Rec, 74, Newborough st, Scarborough
 MIDDLETON, JOHN GEORGE, West Hartlepool, Labourer Dec 2 at 2 Off Rec, 35, John st, Sunderland
 MULLER, JOHN HENRY, Croxson, Surrey, Schoolmaster Dec 2 at 12.30 24, Railway approach, London Bridge
 NORTHOTT, RICHARD, Torquay, Furniture Dealer Dec 5 at 11 Off Rec, 13, Bedford circle, Exeter
 OGDEN, ALFRED, Edlington, Warwickshire, retired Publi-can Dec 6 at 11 23, Colmore row, Birmingham
 OTTE, WILLIAM RICHARD, Maltby, Plymouth, Painter Dec 7 at 11 10, Athenium ter, Plymouth
 PAINTER, GEORGE, Arwenack, Falmouth, Farmer Dec 3 at 2.30 Off Rec, Boscawen st, Truro
 PALMER, JOHN ALEXANDER, Liverpool, Ironmonger Dec 7 at 3 Off Rec, 35, Victoria st, Liverpool
 POTTER, FRYES, Garswood, North Ashton, Lancs, Milk Dealer Dec 3 at 10.30 16, Wood st, Bolton
 RADLEY, WILLIAM, Wadley, Ecclesfield, Yorks, Publican Dec 6 at 1 Off Rec, Figtire lane, Sheffield

RICHARDS, HENRY, Camborne, Cornwall, Grocer Dec 3 at 12 Off Rec, Boscawen st, Truro
 SANDERS, JOHN BRIAN, Fremont, Boot Dealer Dec 5 at 3 Off Rec, 35, Victoria st, Liverpool
 SILEY, JOHN SENECEAL, Leicester, Fruit Salesman Dec 6 at 12.30 Off Rec, 34, Friar lane, Leicester
 SHARP, HENRY, Brokenhurst, Hants, Managing Director of Musical Artist Dec 6 at 12 Bankruptcy bldgs, Carey st
 SHELTON, JOHN, Hanley, Staffs, Grocer Dec 3 at 11 Off Rec, Newcastie under Lyme
 SMITH, SARAH ELLEN, Morley, Yorks, Confectioner's Assist-ant Dec 2 at 8 Off Rec, Bank chmbrs, Batley
 STANLEY, JOHN EDWARD, Leamington, Hotel Keeper Dec 3 at 12.30 Off Rec, 34, Victoria st, Leamington
 STOCKBRIDGE, AUGUSTUS ALEXANDER, Hauxton, Cambs, Miller Dec 9 at 12.15 Off Rec, 5, Petty Cury, Cambridge
 STUBBS, RICHARD, Llandrindod Wells, Radnor, Boot Dealer Dec 5 at 1 Off Rec, Llandrindod Wells
 TOLHURST, FREDERICK JAMES, Sutton Valence, Kent, Plumber Dec 5 at 4.30 Off Rec, Week st, Maidstone
 WAGER, AUSTIN THEODORE, Treherbert, Glam, Furniture Dealer Dec 2 at 12 Off Rec, Merthyr Tydfil
 WATERS, THOMAS, Newlyn Paul, Cornwall, Builder Dec 3 at 11.30 Off Rec, Boscawen st, Truro
 WEBSTER, CHARLES, Sheffield, Grocer Dec 6 at 11.30 Off Rec, Figtire lane, Sheffield
 WEBSTER, H. CAYLEY, Newmarket, Captain Dec 9 at 12 Off Rec, 5, Petty Cury, Cambridge
 WILLIAMS, EDWARD, Cardiff, Builder Dec 5 at 11 Off Rec, 29, Queen st, Cardiff
 WOOD, MARSH, Latham, Kent, Farmer Dec 5 at 4 Off Rec, Week st, Maidstone
 WOODCOCK, GOULDING, Sheffield, Saddler Dec 6 at 12 Off Rec, Figtire lane, Sheffield
 WOODHOUSE, JOHN, Folkeston, Yorks, Joiner Dec 2 at 11 Off Rec, 74, Newborough st, Scarborough
 WOODWARD, GEORGE, Gellarygwell Ucha, Gellarys, Glam, Farmer Dec 3 at 11 Off Rec, Merthyr Tydfil

ADJUDICATIONS.

BAILEY, HENRY, Great Yarmouth, Managing Director of a Public Company Great Yarmouth Pet Nov 4 Ord Nov 23
 BARNES, THOMAS JOHN, Chatham, late Fruiterer Rochester Pet Nov 21 Ord Nov 21
 BENNETT, ERNEST LEIGH, Tokenhouse yard, Merchant High Court Pet Oct 25 Ord Nov 23
 BIRCH, NOAH, Nottingham, Journeyman Bleacher Notting-ham Pet Nov 22 Ord Nov 22
 BLANKLEY, CHARLES, Wood st, Chesapeake, Belt Manufac-turer High Court Pet Nov 3 Ord Nov 21
 BRIGHT, WILLIAM THOMAS, and SARAH LANEY, Baron's Court rd, West Kensington, Hairdressers High Court Pet Aug 4 Ord Nov 17
 BRISTON, JOHN, Great Yarmouth, Butcher Great Yarmouth Pet Nov 16 Ord Nov 23
 BROWN, BENARD, Salford, Tailor Salford Pet Nov 9 Ord Nov 22
 BROWN, THOMAS, Armadale rd, Fulham, Builder High Court Pet Oct 28 Ord Nov 21
 BUCKLEY, CHARLES SHEPHERD, Clough, Saddlery, Yorks, Shawl Manufacturer Oldham Pet Nov 18 Ord Nov 21
 CHALLIS, EDWARD, Folkestone, Builder Canterbury Pet Nov 19 Ord Nov 19
 CLEVER, JOSEPH, New Broad st, Architect High Court Pet Sept 1 Ord Nov 23
 CLIFTON, GUTHRIE, formerly of Lytham, Lancs, Gent High Court Pet July 29 Ord Nov 21
 COOMES, HENRY ARTHUR, Cheshunt, Herts, Builder Edmon-ton Pet Sept 29 Ord Nov 22
 DAVIES, WILLIAM, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet Nov 21 Ord Nov 21
 DEAN, HENRY BARTON, Aberystwyth, Mon, Ironmonger Tredegar Pet Nov 19 Ord Nov 21
 DUFFIN, THOMAS, Botcheston, Leics, Cattle Dealer Leices-ter Pet Nov 21 Ord Nov 21
 FILMER, EDWARD JETTERO, Luton, Chatham, Bricklayer Rochester Pet Nov 23 Ord Nov 23
 HALLIDAY, THOMAS LAIDLAW, Burnley, Hatter Burnley Pet Nov 21 Ord Nov 21
 HART, JOE, Leicester, late Fruiterer Leicester Pet Nov 21 Ord Nov 21
 HAYWOOD, WILLIAM, Maidstone, Costumier Maidstone Pet Nov 21 Ord Nov 21
 HENDERSON, ISAAC VICKERS, Whitby, Northumbria, Boiler Maker Newcastle on Tyne Pet Nov 22 Ord Nov 22
 HUGHES, WILLIAM, Llanfairfechan, Carnarvonshire, Plea-sure Boat Proprietor Bangor Pet Nov 22 Ord Nov 22
 HUMPHRIES, FREDERICK GEORGE, Brick lane, Bethnal green, Cheshamomg's Assistant High Court Pet Nov 22 Ord Nov 22
 JACKSON, GEORGE, Earl's st rd, Grocer High Court Pet Nov 23 Ord Nov 23
 JONES, JENKIN, Lampeter, Cardiganshire, Bootmaker Car-marthen Pet Nov 22 Ord Nov 22
 JONES, RICHARD ASH, Egrement, Cheshire, Gatekeeper Birkenhead Pet Nov 16 Ord Nov 23
 LAWRENCE, FRANCIS, and GEORGE SUMNERS, Priest court, Foster lane, Pattern Card Makers High Court Pet Nov 15 Ord Nov 21
 LEACH, RICHARD CHARLES, Leeds, Flock Merchant Leeds Pet Nov 22 Ord Nov 22
 LLOYD, RICHARD, and HENRY FLUDE, Willenhall, Staffs, Lockmakers Wolverhampton Pet Nov 14 Ord Nov 21
 MAJOR, WILLIAM, Tyndale pl, Upper st, Ilidington, Livery Stable Keeper High Courts Pet Oct 31 Ord Nov 22
 MARSHTELOW, SAMUEL WILLIAM, Milford on Sea, Hants, Hotel Proprietor Southampton Pet Aug 5 Ord Nov 22
 MATTHEWS, EBERNEZER ELLISON, Petersfield, Hants, Boot Dealer Portsmouth Pet Nov 19 Ord Nov 19
 NORTON, CHARLES JOHN, Kirbymoorside, Yorks, Grocer Northallerton Pet Nov 18 Ord Nov 21
 O'NEIL, CHRISTOPHER, JARROW, Durham, Mattress Maker Newcastle on Tyne Pet Nov 21 Ord Nov 21

PAINTER, GEORGE, Arwensack, Falmouth, Farmer Truro
Pet Nov 21 Ord Nov 21
PALMER, CHARLES WILLIAM, Chesterton, Cambs, Solicitor
Cambridge Pet Oct 29 Ord Nov 21
PLEASANCE, FREDERICK, Holborn, Fancy Dealer High
Court Pet Nov 17 Ord Nov 22
PUTTER, PETER, Grasswood, North Ashton, Lancs, Milk
Dealer Wigan Pet Nov 21 Ord Nov 21
RICHARDS, HENRY, Camborne, Cornwall, Grocer Truro
Pet Nov 9 Ord Nov 21
SCARLETT, WILLIAM RICHARD, late Uxbridge rd, Shepherds
Bush, Omnibus Proprietor High Court Pet Oct 7
Ord Nov 22
SEAMAN, ANTHONY, late of Norwich, Boot Manufacturer
Norwich Pet Nov 9 Ord Nov 21
SELY, JOHN RENEAL, Leicester, Fruit Salesman Leicester
Pet Nov 21 Ord Nov 21
SHACKLETON, MARY, Padstow, Lancs, Licensed Victualler
Burnley Pet Nov 22 Ord Nov 23
SQUIRE, JOHN (jun), Aale, Norfolk, Miller Norwich Pet
Nov 19 Ord Nov 19
STEAD, JOHN, Bradford, Wholesale Grocer Bradford Pet
Nov 23 Ord Nov 19
STOCKBRIDGE, AUGUSTUS ALEXANDER, Hauxton, Cambs,
Miller Cambridge Pet Nov 9 Ord Nov 22
THOMAS, GWILYM HOWELL, Aberavon, Glam, Licensed
Victualler Neath Pet Nov 21 Ord Nov 21
THOMAS, JONATHAN HOWELL, Porth, Glam, Tailor
Pontypridd Pet Nov 22 Ord Nov 22
TUCK, JAMES, Southsea, Insurance Agent Portsmouth
Pet Nov 19 Ord Nov 19
VAN VESSE, CORNELIS LEONARDUS, High st, Peckham,
Butcher High Court Pet Nov 23 Ord Nov 23
WALKER, JOHN THOMAS EADES, New Cavendish st, Esq
High Court Pet Nov 5 Ord Nov 22
WILLIAMS, THEOPHILUS, Aberaman, Aberdare, Glam,
Grocer Aberdare Pet Nov 22 Ord Nov 22
WILLIAMS, THOMAS, Rhyll, Commercial Traveller Bangor
Pet Nov 25 Ord Nov 25
WRENTMORE, WILLIAM, White Hart Brewery, Bermudaey,
Brewer High Court Pet Oct 25 Ord Nov 17
ZEALANDER, H, late Spitalfields Market, Wholesale Fruit-
er High Court Pet Oct 11 Ord Nov 22

ADJUDICATION ANNULLED.

SCIAMA, MORRIS, WILLIAM HENRY SCIAMA, and JOSEPH
SCIAMA, Manchester, Merchants Manchester Adjud
Aug 27 Annul Nov 11

London Gazette—Tuesday, Nov. 29.

RECEIVING ORDERS.

AYCOURN, REVEL SYDNEY BAZAN, Mann st, Waiworth
High Court Pet Oct 17 Ord Nov 24
BAILEY, JAMES, Ellacombe, Torquay, Grocer Exeter Pet
Nov 25 Ord Nov 25
BARRETT, HARRY, Northampton, Engineer Northampton
Pet Nov 23 Ord Nov 23
BENJON, SAMUEL WILLIAM, Much Marcle, Herefordshire,
Farmer Worcester Pet Nov 24 Ord Nov 24
BOSLEY, HERBERT EDWARD, Penarth, Glam, Grocer Car-
diff Pet Nov 25 Ord Nov 25
BOWCOTT, WILLIAM, Worcester, Cycle Agent Worcester
Pet Nov 25 Ord Nov 25
BRAY, CHARLES HENRY, 84 Leonard on Sea, Draper
Hastings Pet Nov 25 Ord Nov 25
BROOKER, ALBERT EDWARD, Folkestone, Bootmaker Can-
terbury Pet Nov 26 Ord Nov 26
BROWN, THOMAS, Little Carlton, Notts, Labourer Notting-
ham Pet Nov 24 Ord Nov 24
BROWN, ESTHER CHARLES, Walton on Naze, Essex,
Actuary Colchester Pet Sept 26 Ord Nov 25
BUFTON, EDWARD, Tonypandy, Glam, Hay Merchant
Pontypridd Pet Nov 26 Ord Nov 26
COATES, CHARLES, Lintborne, nr Middlesbrough, Mer-
cantile Clerk Middlesbrough Pet Nov 24 Ord
Nov 24
COLLES, WILLIAM, Winchester, Builder Winchester Pet
Nov 25 Ord Nov 25
CUTBERT, WALTER, Thornaby on Tees, Yorks, Grocer
Stockton on Tees and Middlesbrough Pet Nov 16
Ord Nov 25
DAVIES, RICHARD FRANCIS, Pontypridd, Glam, Ale Mer-
chant Pontypridd Pet Nov 25 Ord Nov 25
EADES, SIMON, Parkgate, nr Rotherham, Grocer Sheffield
Pet Nov 25 Ord Nov 25
ELLIOTT, JAMES, Blackman st, Borough, Chief Clerk at
South-Eastern District F O High Court Pet Nov 8
Ord Nov 25
EVANS, JOHN, Pontypridd, Glam, Grocer Pontypridd Pet
Nov 24 Ord Nov 24
FAWCETT, FRED, Halifax, Brush Manufacturer Halifax
Pet Nov 25 Ord Nov 25
FIETH, BENJAMIN, Rasinghall st, Leather Merchant High
Court Pet Oct 7 Ord Nov 25
FORDE, FREDERICK, Long acre, Coach Builder High
Court Pet Oct 13 Ord Nov 25
HOBKINS, G, Manchester, Merchant Manchester Pet
Oct 25 Ord Nov 25
HOBLEY, ALFRED, Outwood, nr Wakefield, Sewing
Machine Agent Scarborough Pet Nov 25 Ord Nov 25
HUMPHREYS, ROBERT, Croydon, Watchmaker's Assistant
Croydon Pet Nov 23 Ord Nov 23
HURWORTH, THOMAS, Leeds, Cabinet Maker Leeds Pet
Nov 14 Ord Nov 25
JOHNSON, WILLIAM, King's Heath, Worcs, Commercial
Traveller Birmingham Pet Nov 26 Ord Nov 26
JONES, JOHN SAMUEL, Merthyr Tydfil, Clothier Merthyr
Tydfil Pet Nov 25 Ord Nov 25
KEENE, GEORGE MARSHALL, Leicester, late Fruiterer
Leicester Pet Nov 25 Ord Nov 25
KYNESLEY, THOMAS, the younger, Aston juxta Birming-
ham, Clothier Birmingham Pet Nov 24 Ord Nov 24
LEWIS, ROBERT, Leicester, Cabinet Maker Leicester Pet
Nov 25 Ord Nov 25
LIGHTFOOT, RICHARD, Luton, Beds, Straw Hat Manu-
facturer Luton Pet Nov 26 Ord Nov 26
MACE, JOSEPH FREDERICK, Balham, Surrey, Ladies' Out-
fitter Wandsworth Pet Nov 3 Ord Nov 24

NORTHWOOD, DAVID, Colton End, Eastcote, Beds, Farmer
Bedford Pet Nov 26 Ord Nov 26
MAYOR, ALFRED, Fordingbridge, Hants, late Farmer
Salisbury Pet Nov 24 Ord Nov 24
PARKER, DAVID, Lewisham, Kent, Tobaccoist Greenwich
Pet Nov 22 Ord Nov 23
PEARSON, ALFRED JOHN, Windsor rd, Ealing, Commission
Agent Brentford Pet Nov 26 Ord Nov 22
PONSFORD, ALFRED, Newton Abbot, Devon, Mineral Water
Manufacturer Exeter Pet Nov 25 Ord Nov 25
SCHOLLES, CHARLES SAMUEL, Basford, Stoke upon Trent,
Commercial Traveller Stoke upon Trent Pet Nov 24
Ord Nov 24
SMITH, HENRY ALFRED, Nuneaton, Grocer Coventry Pet
Nov 24 Ord Nov 24
SOLOMON, ARTHUR, late Queen Victoria st High Court
Pet Nov 19 Ord Nov 24
STOKES, REY H P, The Vicarage, Isleworth, Clerk in Holy
Orders High Court Pet Oct 31 Ord Nov 24
STOKE, EDWIN ALBERT, Kidderminster, Grocer Kidder-
minster Pet Nov 24 Ord Nov 24
THIRKETTLE, HENRY JAMES, Southsea, Grocer Portsmouth
Pet Nov 25 Ord Nov 25
THOMSON, EDWARD GEORGE, Wolesley grdns, Chiswick,
Gent High Court Pet Nov 3 Ord Nov 24
TWIST, SAMUEL, Birmingham, Haulier Birmingham Pet
Nov 24 Ord Nov 24
ULICH, ROBERT WILLIAM, Whittington avenue, Leaden-
hall st, Metal Merchant High Court Pet Nov 24
Ord Nov 24
VARTY, F, Warwick st, Regent st, Manufacturer High
Court Pet Nov 4 Ord Nov 24
WELLER, FREDERICK EDWARD, Swanage, Dorset, Builder
Poole Pet Nov 25 Ord Nov 25
WESTON, STANLEY, Hastings, Wheelwright Hastings
Pet Nov 11 Ord Nov 25
WHITTAM, WILLIAM, Huggill, Staveley, Westmrd, Carter
Kendal Pet Nov 25 Ord Nov 25
WILKINSON, WILLIAM ALFRED, Huddersfield, Clothier
Huddersfield Pet Nov 23 Ord Nov 23
WILLIAMS, CAROLINE, Welling, Kent, Market Gardener
Rochester Pet Nov 25 Ord Nov 25

FIRST MEETINGS.

BAILEY, JAMES, Ellacombe, Torquay, Grocer Dec 9 at 10
Off Rec, 13, Bedford circus, Exeter
BENNETT, GEORGE FREDERICK, Birmingham, Builder Dec
9 at 11 23, Colmore row, Birmingham
BIRCH, NOAH, Nottingham, Journeyman Bleacher Dec 6
at 11 Off Rec, St Peter's Church walk, Nottingham
CHALLIS, EDWARD, Folkestone, Builder Dec 16 at 9.30
Off Rec, 73, Castle st, Canterbury
CLEMENS, ALFRED, Crystal Palace rd, East Dulwich, Mer-
cantile Clerk Dec 6 at 1 Bankruptcy bldgs, Carey st
COCKEDGE, JOHN, Brighouse, Yorks, Fish Dealer Dec 9 at
11 Off Rec, Townhall chmbs, Halifax
DAVEY, SOLOMON, Aston, nr Birmingham, Commission
Agent Dec 12 at 11 23, Colmore row, Birmingham
DAVIES, DAVID, Dewsbury, formerly Travelling Draper
Dec 7 at 3 Off Rec, Bank chmbs, Batley
EVANS, JOHN, Treorkey, Glam, Grocer Dec 6 at 12 Off
Rec, Merthyr Tydfil
EYRES, CAROLINE EDDLEY, Leamington, Plumber Dec 12
at 11.45 Off Rec, 17, Hertford st, Coventry
FAWCETT, FRED, Halifax, Brush Manufacturer Dec 9 at
11.30 Off Rec, Townhall chmbs, Halifax
HARRIS, EDWARD JAMES, Snettisham, Staffs, Merchant
Dec 8 at 11 23, Colmore row, Birmingham
HARRIS, JOHN CHARLES, New Swindon, Grocer Dec 6 at 11
Off Rec, 32, High st, Swindon
HARRIS, SAMUEL BLAY, Newbury, Berks, Whip Maker Dec
7 at 2.30 Faw & Drewatt, Market place, Newbury
HORSBROFT, HARRY, Brighton, Secretary to a Company
Dec 15 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
JONES, RICHARD ABEL, Egremont, Cheshire, Gatekeeper
Dec 9 at 2.30 Off Rec, 35, Victoria st, Liverpool
KELLAWAY, WILLIE, Lamb's Conduit st, Builder Dec 7 at
11 Bankruptcy bldgs, Carey st
KERRY, GEORGE MARSHALL, Leicester, late Fruiterer Dec
8 at 12.30 Off Rec, 24, Friar lane, Leicester
LAIGHT, CHARLES, West Derby, Lancs, Dairyman Dec 7
at 2.30 Off Rec, 35, Victoria st, Liverpool
LASHAM, THOMAS HENRY, Windsor st, Uxbridge, Oil Man
Dec 8 at 3 Off Rec, 35, Temple chmbs, Temple
avenue
LEE, FREDERICK CHAMPION, Warwick, Auctioneer Dec 12
at 11 Off Rec, 17, Hertford st, Coventry
LEWIS, ROBERT, Leicester, Cabinet Maker Dec 8 at 3
Off Rec, 24, Friar lane, Leicester
LUNKE, JOHN GEORGE, Corfe Castle, Dorset, Grocer Dec 6
at 12.30 Off Rec, Salisbury
MACKENZIE, WILLIAM JAMES, Holloway rd, Doctor of
Medicine Dec 8 at 11 Bankruptcy bldgs, Carey st
MAYOR, ALFRED, Fordingbridge, Hants, late Farmer Dec
6 at 1 Off Rec, Salisbury
MEREDITH, ROBERT, Plumstead, Kent, Wholesale Fruiterer
Dec 8 at 5.30 24, Railway approach, London Bridge
MORE, ROBERT CAUGHY, Egremont, Cheshire, Storekeeper
Dec 9 at 3 Off Rec, 35, Victoria st, Liverpool
OWEN, HENRY, Portmadoc, Carnarvonshire, Book-keeper
Dec 14 at 12 Sportsman Hotel, Portmadoc
PIROVANO, GIUSEPPE, Ramsgate, Restaurant Keeper Dec
16 at 10 Off Rec, 73, Castle st, Canterbury
PONSFORD, ALFRED, Newton Abbot, Devon, Mineral Water
Manufacturer Dec 9 at 10 Off Rec, 13, Bedford circus,
Exeter
PRESTON, JOHN HENRY SOUTHWELL, Junior Athenaeum
Club, Piccadilly, Esq Dec 8 at 12 Bankruptcy bldgs,
Carey st
PULHAM, RICHARD JAMES, Reading, Tobaccoist Dec 6 at
3 Off Rec, 95, Temple chambers, Temple avenue
RAYNER, WILLIAM SEBASTIAN GEORGE, Throgmorton
avenue Dec 7 at 12 Bankruptcy bldgs, Carey st
REED, JOHN FOWLER, York place, Baker st, Boarding
house Keeper Dec 8 at 2.30 Bankruptcy bldgs Carey
street
SMITH, HENRY ALFRED, Nuneaton, Grocer Dec 12 at 12.30
Off Rec, 17, Hertford st, Coventry

SMITH, HERBERT WAKEFIELD, Duke st Mansions, Oxford
st, Bootmaker Dec 7 at 12 Bankruptcy bldgs, Carey
street
STRAID, JOHN, Bradford, Wholesale Grocer Dec 8 at 11
Off Rec, 31, Manor row, Bradford
STONIER, JOHN, JOHN HOLLIVHEAD, and EDWARD JOHN
STONIER, Hanley, Earthenware Manufacturers Dec 8
at 2.30 North Stafford Hotel, Stoke upon Trent
THOMAS, FREDERICK JAMES, Knappish, Woking Surrey,
Butcher Dec 7 at 3.3 24, Railway app, London
Bridge
THOMAS, GWILYM HOWELL, Aberavon, Glam, Licensed
Victualler Dec 6 at 11 Castle Hotel, Neath
TOLLETT, THOMAS, Kings Heath, Worcs, Die Sinker Dec 8
at 12 23, Colmore row, Birmingham
WATKINS, MARY TOSWILL, Hanover st, Dressmaker Dec
7 at 2.30 Bankruptcy bldgs, Carey st
WILKINSON, WILLIAM ALFRED, Huddersfield, Clothier Dec
7 at 3 Off Rec, 6, Queen st, Huddersfield
WILLIAMS, ISAAC, Rhyll, Bootmaker Dec 7 at 2 Whitehall
chmbs, 25, Colmore row, Birmingham
WILLIAMS, THOMAS, Rhyll, Commercial Traveller Dec 6 at
3.30 Star Cocos Rooms, Rhyll

The following amended notices are substituted for those
published in the London Gazette Nov. 25 :-

BARNES, THOMAS JOHN, Chatham, late Fruiterer Dec 5 at
11.30 Off Rec, Rochester
BREW, WILLIAM HENRY, Nottingham, Solicitor's Clerk Dec
2 at 5.30 Off Rec, St Peter's Church walk, Nottingham
OPIN, WILLIAM RICHARD, Matley, Plymouth, Painter Dec
7 at 11 10, Athenaeum ter, Plymouth

ADJUDICATIONS.

ALEXANDER, FREDERICK PERSEVAL, and SAMUEL BOWYER,
Little Britain, Manufacturers High Court Pet Nov 7
Ord Nov 25
ANDREWS, JOHN, Shrewsbury, Clerk in Holy Orders
Shrewsbury Pet Nov 4 Ord Nov 22
BAILEY, JAMES, Ellacombe, Torquay, Grocer Exeter Pet
Nov 25 Ord Nov 25
BARBER, CHARLES, Sheffield, Cutlery Forger Sheffield
Pet Nov 16 Ord Nov 26
BARRETT, HARRY, Northampton, Engineer Northampton
Pet Nov 23 Ord Nov 23
BENJON, SAMUEL WILLIAM, Much Marcle, Herefordshire,
Farmer Worcester Pet Nov 24 Ord Nov 24
BOSLEY, HERBERT EDWARD, Penarth, Glam, Grocer Car-
diff Pet Nov 25 Ord Nov 25
BOWCOTT, WILLIAM, Worcester, Cycle Agent Worcester
Pet Nov 25 Ord Nov 25
BRAY, PATRICK JOSEPH, Derby, Derbyshire, Draper Derby
Pet Oct 25 Ord Nov 25
BROOKER, ALBERT EDWARD, Folkestone, Bootmaker
Canterbury Pet Nov 25 Ord Nov 25
BROWN, THOMAS, Little Carlton, Notts, Labourer Notting-
ham Pet Nov 24 Ord Nov 24
BUFTON, EDWARD, Tonypandy, Glam, Hay Merchant
Pontypridd Pet Nov 26 Ord Nov 26
CARRITT, FREDERICK BLASSON, Road lane, Solicitor High
Court Pet Oct 5 Ord Nov 24
CLEMENS, ALFRED, Crystal Palace rd, East Dulwich,
Mercantile Clerk High Court Pet Nov 31 Ord Nov 25
COATES, CHARLES, Lintborne, nr Middlesbrough, Mer-
cantile Clerk Middlesbrough Pet Nov 24 Ord Nov 24
COCKEDGE, JOHN, Brighouse, Yorks, Fish Dealer Halifax
Pet Nov 22 Ord Nov 26
COOK, FLORENCE ADA, Holloway rd, Ironmonger High
Court Pet Nov 8 Ord Nov 25
DAVIES, RICHARD FRANCIS, Pontypridd, Glam, Ale Mer-
chant Pontypridd Pet Nov 25 Ord Nov 25
EADES, SIMON, Parkgate, nr Rotherham, Grocer Sheffield
Pet Nov 25 Ord Nov 25
EVANS, JOHN, Pontypridd, Glam, Grocer Pontypridd Pet
Nov 24 Ord Nov 26
FAWCETT, FRED, Halifax, Brush Manufacturer Halifax
Pet Nov 25 Ord Nov 25
FIETH, BENJAMIN, Rasinghall st, Leather Merchant High
Court Pet Oct 7 Ord Nov 26
FOX, THOMAS, Sowerby Bridge, Yorks, Plumber Halifax
Pet Nov 12 Ord Nov 25
GRAHAM, MATTHEW, Liverpool, Teamowner Liverpool Pet
Aug 20 Ord Nov 25
GRAY, GEORGE, Claylands rd, Clapham rd, Veterinary Sur-
geon High Court Pet Nov 21 Ord Nov 24
HALL, W H, Gutterlane, Manufacturer's Agent High Court
Pet Oct 7 Ord Nov 25
HOBLEY, ALFRED, Outwood, nr Wakefield, Sewing
Machine Agent Scarborough Pet Nov 24 Ord
Nov 25
HUMPHREYS, ROBERT, Croydon, Watchmaker's Assistant
Croydon Pet Nov 23 Ord Nov 23
HURWORTH, THOMAS, Leeds, Cabinet Maker Leeds Pet
Nov 14 Ord Nov 25
JENNINGS, RICHARD, Horley, Surrey, Gent Croydon Pet
July 15 Ord Nov 25
LEAKE, JAMES WILLIAM, Walton st, Chelsea, Merchant
High Court Pet Sept 7 Ord Nov 24
LEWIS, ROBERT, Leicester, Cabinet Maker Leicester
Pet Nov 25 Ord Nov 25
MACKENZIE, WILLIAM JAMES, Holloway rd, Doctor of
Medicine High Court Pet Nov 19 Ord Nov 26
MAYOR, ALFRED, Fordingbridge, Hants, late Farmer
Salisbury Pet Nov 21 Ord Nov 26
MOIR, FRANK LEWIS, Goldsmith ter, South Hampstead,
Professor of Music High Court Pet Oct 26 Ord
Nov 24
NORRIS, LEONARD GRAY, Birmingham, Hosier Birmingham
Pet Oct 15 Ord Nov 25
NORTHWOOD, DAVID, Colton End, Eastcote, Beds, Farmer
Bedford Pet Nov 26 Ord Nov 26
PARKER, WALTER RALPH, and THOMAS JOHN PEDRETT,
Cardiff, Contractors Cardiff Pet Oct 10 Ord Nov 25
PARK, LEWIS, Lansdown, Cheltenham, Timber Merchant
Cheltenham Pet Nov 2 Ord Nov 24
PEARSON, ALFRED JOHN, Windsor rd, Ealing, Commission
Agent Brentford Pet Nov 22 Ord Nov 23
PECKHORE, WALTER SHERRIDAN, Birmingham, Architect
Birmingham Pet Nov 17 Ord Nov 26

POWERS, ALFRED, Newton Abbot, Devon, Mineral Water Manufacturer Exeter Pet Nov 25 Ord Nov 25
 PRESTON, JOHN HENRY SOUTHWELL, Junior Athenaeum Club, Piccadilly, Esq. High Court Pet Oct 13 Ord Nov 24
 PULMAN, RICHARD JAMES, Reading, Tobaccoist Reading Pet Nov 17 Ord Nov 24
 RARY, RALPH HRAFIELD, Worcester, Tailor Worcester Pet Nov 15 Ord Nov 23
 SCHOLDS, CHARLES SAMUEL, Basford, Stoke upon Trent, Commercial Traveller Stoke upon Trent Pet Nov 22 Ord Nov 24
 SILBERT, GEORGE, Llangollen, Denbighshire, Plumber Wrexham Pet Nov 17 Ord Nov 25
 SMITH, HENRY ALFRED, Nuneaton, Grocer Coventry Pet Nov 24 Ord Nov 24
 SMITH, HERBERT WAKEFIELD, Duke st mansions, Oxford st, Bootmaker High Court Pet Oct 31 Ord Nov 24
 SMITH, SARAH ELLEN, Morley, Yorks, Confectioner's Assistant Dewsbury Pet Nov 17 Ord Nov 23
 STROOKS, EDWIN ALBERT, Kidderminster, Grocer Kidderminster Pet Nov 24 Ord Nov 24
 STUBBS, RICHARD, Llandrindod Wells, Bootmaker Newtown Pet Nov 21 Ord Nov 24
 TONKINS, VALENTINE EDWARD, Fenchurch avenue, Mercantile Clerk High Court Pet Oct 14 Ord Nov 25
 UNLICH, ROBERT WILLIAM, Whittington avenue, Leadenhall st, Metal Merchant High Court Pet Nov 24 Ord Nov 24
 WHITMAN, WILLIAM, Huggill, Staveley, Westmid, Carter Kendal Pet Nov 23 Ord Nov 25
 WIFE, SAMUEL, Leeds, Tailor Leeds Pet Nov 22 Ord Nov 22

SALES OF ENSUING WEEK.

Dec. 6.—Messrs. FULLER, HORSEY, SONS, & CASSELL, on the premises, at 12 o'clock, Leasehold Property with Fixed Plant and Machinery (see advertisement, this week, p. 91).
 Dec. 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Premises, Reversions, Policies of Assurance, Stocks, Shares (see advertisement, this week, p. 91).
 Dec. 9.—Messrs. G. A. WILKINSON & SON, at the Mart, E.C., at 2 o'clock, South Metropolitan Gas Co. Perpetual Debenture Stock (see advertisement, this week, p. 91).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, Double Numbers, and Postage, 52s. WEEKLY REPORTER, in wrapper, 52s. SOLICITORS' JOURNAL, 26s. 6d.; by Post, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

WEDNESDAY NEXT, DECEMBER 7, at TWO o'clock, at the MART.

MESSRS. EDWIN FOX & BOUSFIELD will SELL the following PROPERTIES:—

CITY OF LONDON.—By order of the Liquidator.—Valuable Freehold Riverside Premises and Wharf, being No. 37, Upper Thames-street (until lately occupied by Messrs. Pascoe, Grenfell, & Sons, Limited), covering a superficial area of about 6,700 ft. Front part let at £225 per annum, and possession of the remainder will be given. Vendors' Solicitors, Messrs. Godden, Son, & Holmes, 34, Old Jewry, E.C.

ON THE REDFORD ESTATE.—By order of Executors.—The Ground Lease of the capital Family Residence, No. 36, Russell-square, occupying a convenient position and having excellent accommodation for the reception of a gentleman's family. Possession on completion. Held for short term at ground-rent of £40 a year. Vendors' Solicitors, Messrs. Gould & Coombe, Sheffield.

THREE OLD POLICIES OF ASSURANCE, amounting with bonus additions to £8,177, effected with the Scottish Widows' Fund and Life Assurance Society on life of a gentleman aged nearly 83 years. Moderate premiums. Vendors' Solicitors, Messrs. Warren, Murton, & Miller, 45, Bloomsbury-square, W.C.; and Messrs. Maclean, Peattie, & MacIntyre, 175, Hope-street, Glasgow.

ABSOLUTE REVERSION, expectant upon the determination of certain interests to a sum of £3,000, part of and to be raised and paid out of investments in Victoria, New Zealand, and Queensland Inscribed Stocks, and to the residue of the said investments, subject to certain payments. Vendors' Solicitors, Messrs. Caprons, Dalton, Hitchins, & Brabant, Saville-place, W.

The REVERSION, expectant on the decease of a spinster, aged 23, contingent on her dying without issue. Six two-third parts or share of a fund of nearly £5,000, invested in sound railway and other stocks. Vendors' Solicitors, Messrs. Valpy, Chaplin, & Peckham, 19, Lincoln's-inn-fields, W.C.; Messrs. White, Borrett, & Co., 6, Whitehall-place, S.W.; and Messrs. Robinson, Preston, & Stow, 35, Lincoln's-inn-fields, W.C.

STOCKS AND SHARES in the following companies:—Langham Hotel, West Kent Gas, Locket's Merthyr Steam Coal, South Metropolitan Cemetery, Brin's Oxygen, Continental Oxygen, Morris Tube Ammunition, British Woolen Warehouse, Commercial Brewery, Barrett & Elers, and other undertakings. No. 99, Gresham-street, Bank, E.C.

PIMLICO.

On Tuesday Next.—Builders' Works and Yard, Gillingham-street, with modern Fixed Plant and Machinery.—With possession.

MESSRS. FULLER, HORSEY, SONS & CASSELL are instructed to SELL by AUCTION, in One Lot, on the PREMISES, 29, Gillingham-street, Pimlico, on TUESDAY NEXT, DECEMBER 6th, at TWELVE precisely, the Valuable LEASEHOLD PROPERTY, lately in the occupation of the well-known firm of Contractors, Messrs. Feto Brothers. The Premises have frontages to Gillingham-street and Hindon-street, and occupy a total ground area of 36,434 sq. feet, and comprise Managers' and Foreman's Dwelling-houses, Offices, Saw Mills, Stone Masons' Shop, Joiners' Shops, Engine and Boiler-houses, Chimney Shafts, and spacious stone-pitched yard, &c. The whole of the Fixed Plant, Machinery, and Fittings will be included in the purchase, comprising a pair of 55-horse power Horizontal Condensing Engines, a 25-horse power Horizontal Engine, 3 Cornish Boilers, Rack, Drag, and Travelling Cross-cut, and other Saw Benches (mostly by A. Ramsome & Co.), circular and band saws, saw sharpening and cutting grinding machines, double deal frame, planing and moulding, tying-up, tenoning and mortising and boring machines, grooving, rebating, and sand-papering machines, 4 horizontal stone saw frames, stone moulding and planing machines, 3 rubbing tables, and 2 overhead travellers up to 16 tons. Held on Lease for an unexpired term of 33 years, at a rental of £400 per annum.

May be viewed by orders, and particulars had on the premises, of Messrs. Mackrell, Maton & Godlee, Solicitors, 21, Cannon-street, E.C., and of the Auctioneers, 11, Billiter-square, E.C.

MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, ROBT. W. MANN, F.S.I., THOMAS R. RAMSON, F.S.I., J. BAGSHAW MANN, F.S.I., W. H. MANN, 13, Lower Grosvenor-place, Eaton-square, S.W., and 22, Lowndes-street, Belgrave-square, S.W.

SALE DAYS FOR THE YEAR 1893.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1893, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:—

Thurs., Jan. 12	Thurs., April 27	Thurs., Sept. 7
Tues., Jan. 24	Thurs., May 4	Wed., Sept. 13
Thurs., Jan. 26	Wed., May 10	Thurs., Sept. 21
Thurs., Feb. 2	Thurs., May 18	Thurs., Sept. 29
Thurs., Feb. 9	Thurs., May 25	Thurs., Oct. 6
Thurs., Feb. 23	Thurs., June 8	Wed., Oct. 11
Thurs., March 2	Thurs., June 22	Thurs., Oct. 19
Thurs., March 9	Thurs., June 29	Thurs., Oct. 26
Wed., March 15	Wed., July 12	Thurs., Nov. 3
Thurs., March 23	Thurs., July 20	Thurs., Nov. 16
Wed., March 29	Thurs., Aug. 3	Thurs., Nov. 23
Thurs., April 6	Thurs., Aug. 10	Thurs., Nov. 30
Wed., April 13	Wed., Aug. 16	Thurs., Dec. 7
Thurs., April 20	Thurs., Aug. 24	Wed., Dec. 13

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 25, Fleet-street, Temple-bar, and 15, Old Broad-street, E.C.

CITY OF LONDON.

Four Houses in Cornhill, with a frontage of about 70ft., immediately opposite the Royal Exchange and Bank of England, communicating by Change-alley with Lombard-street, and contiguous to the Mansion House and Stock Exchange. An extremely valuable freehold estate, with possession, offering to capitalists an almost unexampled opportunity of securing an extensive site on the most important position in the City of London.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, JANUARY 2nd, at TWO o'clock precisely, the highly important BLOCK OF FREEHOLD PROPERTY, being Nos. 26, 26, and 27, Cornhill and No. 34, Cornhill (see following advertisement), occupying unquestionably the finest position in the City, being in the centre of the financial market. The premises abut on Change-alley, possess the unusually extensive frontage of nearly 70ft. on Cornhill and 144ft. to Change-alley, and occupy a superficial area, with the adjoining house, of about 2,800 ft. This is one of the finest sites for the erection of banking, insurance, or financial business premises that has been brought into the market for many years past, and vacant possession may be had at Lady-day next. The difficulty of acquiring separate properties and occupation interests with the object of securing an area of these dimensions and favourable position is well known. On these grounds this occasion specially commends itself.

Particulars, with plans and conditions of sale, may be obtained in due course of Messrs. Hopgoods & Dowson, Solicitors, No. 17, Whitehall-place, S.W.; of F. J. Hand, Esq., Solicitor, 5, New-inn, Strand, W.C.; at the Mart; and of Messrs. Farebrother, Ellis, Clark, & Co., 25, Fleet-street, and 15, Old Broad-street, E.C.

No. 24, CORNHILL.

To be Sold, pursuant to an order of the High Court of Justice, made in an action of Smith v. Nich, 1891, S. 2,163, with the approbation of Mr. Justice Kekewich, by J. W. Ellis, of the firm of

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO., the person appointed by the said Judge, at the AUCTION MART, Tokenhouse-yard, in the City of London, on TUESDAY, JANUARY 2nd, 1893, at TWO o'clock in the afternoon precisely, in One Lot, a valuable FREEHOLD MESSAGE and PREMISES, situate and being No. 24, Cornhill, in the City of London, with a frontage to Cornhill and a return frontage to Change-alley of about 60ft., and covering an area of about 550 superficial feet. Possession may be had at Lady-day next.

Particulars and conditions of sale may be had gratis of F. J. Hand, Esq., No. 5, New-inn, Strand, Solicitor; of Messrs. Hopgoods & Dowson, No. 17, Whitehall-place, Charing-Cross, Solicitors; and Messrs. Winkings, Smith, & Son, 23, Lincoln's-inn-fields, W.C., Solicitors; and the Auctioneers, at 25, Fleet-street, and 15, Old Broad-street, both in the City of London.

EST. 1848.

THE GRESHAM LIFE ASSURANCE SOCIETY,

ST. MILDRED'S HOUSE, POULTRY, LONDON, E.C.
 WEST END BRANCH—2, WATERLOO PLACE, S.W.

ASSETS EXCEED	£4,702,000
TOTAL PAYMENTS UNDER POLICIES	9,972,000
ANNUAL INCOME EXCEEDS	829,000

62 THERE IS NOTHING DESIRABLE in LIFE ASSURANCE which the SOCIETY does not FURNISH CHEAPLY, INTELLIGIBLY, and PROFITABLY.

Policies Indisputable after 5 Years.

Annuities of all kinds granted. Rates fixed on the most favourable terms.

THOMAS G. ACKLAND, F.I.A., F.S.S., Actuary and Manager.
 JAMES H. SCOTT, Secretary.

SALES BY AUCTION FOR THE YEAR 1892.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., Jan. 10	Tues., April 25	Tues., July 18
Tues., Jan. 24	Tues., May 2	Tues., July 25
Tues., Feb. 7	Tues., May 9	Tues., Aug. 1
Tues., Feb. 21	Tues., May 16	Tues., Aug. 8
Tues., Feb. 28	Tues., May 30	Tues., Aug. 15
Tues., March 7	Tues., June 6	Tues., Aug. 22
Tues., March 14	Tues., June 13	Tues., Oct. 3
Tues., March 21	Tues., June 20	Tues., Oct. 17
Tues., March 28	Tues., June 27	Tues., Oct. 31
Tues., April 11	Tues., July 4	Tues., Nov. 14
Tues., April 18	Tues., July 11	Tues., Dec. 5

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,508.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

SALES FOR THE YEAR 1893.

Telephone, No. 1,669.—Telegraphic address, "Akaber, London."

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1893, as follows:—

Jan. 20	April 28	June 30	Oct. 13
Jan. 27	May 5	July 7	Oct. 27
Feb. 10	May 19	July 14	Nov. 10
Feb. 24	May 26	July 21	Nov. 24
Mar. 10	May 30	July 28	Dec. 15
Mar. 24	June 9	Aug. 5	
Apr. 14	June 16	Sept. 15	
Apr. 21	June 23	Sept. 22	

Auctions can be held on other days besides those above specified.—No. 11, Queen Victoria-street, E.C.

High-class Investments.

MR. C. RAWLEY CROSS will SELL by AUCTION, at the RICHMOND HOTEL, Shepherd's-bush-road, W., on THURSDAY EVENING, DEC. 8, 1892, at EIGHT o'clock:—

40 410 Shares in the Law Union and Crown Insurance Company.
200 Debenture Stock in ditto.

Two Ordinary £50 shares in the London and County Bank.
Five £100 shares in the Reversionary Interest Society.

No. 66, Shepherd's-bush-road, W.—Handsome corner shop, let on repairing lease to old-established grocer and wine merchant (who paid large premium) at £110. Lease 84 years. Ground-rent £9.

No. 73 and 74, Shepherd's-bush-road, W.—Two Handsome Shops, let on repairing agreement and lease at £70 and £75 respectively (increasing). Lease 84 years. Ground-rent £9 each.

No. 36, Walmer-road, Notting-hill.—Capital House, let to old tenants at 14s. 3d. weekly. Lease 71 years. Ground-rent £8 6s.

Particulars and conditions of sale of the Auctioneer, Uxbridge-road Station, W. Telephone No. 8,969.

South Metropolitan Gas Company.—£25,000 Five per Cent. Perpetual Debenture Stock of the above Company, presenting an investment of the soundest description.

MESSRS. G. A. WILKINSON & SON are instructed by the Directors to SELL by AUCTION, at the MART, on FRIDAY, DECEMBER 9th, at TWO o'clock precisely, in Numerous Lots, to suit large and small purchasers, £25,000 FIVE per CENT. PERPETUAL DEBENTURE STOCK of the SOUTH METROPOLITAN GAS COMPANY. The districts supplied by the Company comprise nearly the whole of the south of London, from Wandsworth to Plumstead-marshes, and the demand has so much increased that the supply of gas has been nearly doubled within the last ten years.

Particulars may be had of Frank Bush, Esq., Secretary of the Company, No. 700a, Old Kent-road; of Messrs. Budd, Johnson, & Jones, Solicitors, 24, Abchurch-lane; and of Messrs. G. A. Wilkinson & Son, Surveyors and Auctioneers, 7, Poultry, City.

CROYDON.

FREEHOLD.—To be Let or Sold, for occupation or investment, an unusually attractive Corner detached Family Residence, quite close to East Croydon Station, with its splendid train service (London-bridge in 20 minutes), known as Hazeldene. It contains three elegant and spacious reception-rooms, one fitted with polished walnut davenport, seven large bed-rooms, bath-room, &c., also capital domestic offices and good cellars; nice garden; pleasant outlook over park-like grounds; near shops, churches, high-class schools; splendid central position for medical man or private occupation; price, freehold, £2,100.—Apply to BATLEY & LINTOTT, Estate Office, East Croydon.

£200,000 Required in sums of from £5,000 to £50,000 at 3½ per cent.—Messrs. WALTON & LEE are authorized to obtain a Loan of the above sum, on first-class Trustee's Security, preferably in amounts of from £50,000 to £50,000; principals or their solicitors only treated with.—Offices, No. 20, Mount-street, Grosvenor-square, London, W.

TRUST MONEYS.—To Solicitors, Trustees, and others who have Trust Moneys against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. LEON, Mortgage Broker, Broad-street-avenue, London, E.C.

LAW.—A Vacancy for an Articled Clerk, in the office of a Solicitor in Westminster; moderate premium for a really competent pupil.—Apply J., care of Waterlow & Sons, Parliament-street, S.W.

LAW.—Articles.—Solicitor with a General Country Practice, and holding good appointments, has vacancy for Articled Clerk; premium 150 guineas.—Address GEO. BLANK, Esq., Hitchley, Bucks.

TO SOLICITORS.—Fifteen Appointments in the Legacy and Succession Duty Department of Somerset House are open to be competed for by Solicitors between the ages of 21 and 25 early in January next; salaries, £150—£250. Clauses are now being formed for a special course of preparation, in view of the above examination, by Law and Civil Service Tutors of long experience, whose successes have averaged over 99 per cent. for recent years.—For full particulars apply immediately to G. E. MOORE, Solicitor, B.C.L., 57, Lincoln's-inn-fields, W.C.

A YOUNG SOLICITOR Wanted to take up small Practice; can be worked up well; small capital required.—Address J. K., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

SOLICITOR, 27, M.A. OXON. (Honours), desires Permanency, such as Clerkship (with view to Partnership preferred) or Secretaryship where knowledge of law is required; some capital.—Address OXONIAN, Ellensborough, Green-croft-gardens, Priory-road, N.W.

WANTED, in a Solicitor's Office, a Clerk competent to perform, with slight supervision, all the duties (except account-keeping) of a Town Clerk and Clerk to Urban Sanitary Authority, including attending Committees, Correspondence, &c.—Apply, stating age, qualifications, and salary asked, to Town Clerk, Southend, Essex.

AGRICULTURAL COLLEGE, Aspatria.—Science with Practice. Thorough training in all branches of agriculture for farmers, land agents, colonists; six farms, dairy school, &c.; six Royal Scholarships out of ten gained last year.—Apply to the Principal, Dr. H. J. WHEAT.

CIVIL SERVICE COMMISSION.—Forthcoming Examination.—Clerks of the First Division in the Legacy Duty Office (21-25), 21st December. Legal training and qualifications necessary. The date specified is the latest at which applications can be received. They must be made on forms to be obtained with particulars from the SECRETARY, Civil Service Commission, London, S.W.

TO INVALIDS.—A List of Medical Men in all Parts, willing to receive Resident Patients, giving full particulars and terms, sent gratis. The list includes Private Asylums, &c.—Address Mr. B. STOCKER, 8, Lancaster-place, Strand, W.G.

WANTED, Copies of the "Solicitors' Journal" for January 31st, 1891, being No. 14 of Vol. 38, and October 31st, 1891, being No. 1 of Vol. 39. 6d. per copy will be given for the above at the Office, 27, Chancery-lane, W.C.

REVERSIONARY and LIFE INTERESTS in LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1855. Capital, £200,000. Interest on Loans may be capitalised.

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OF NEW ZEALAND, LIMITED.

Established 1877.

Capital—£1,000,000. Paid-up—£100,000.
Reserve Fund—£25,000.

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W. Smellie Graham, Esq., John Morrison, Esq.
Hon. R. W. Grosvenor, Dudley R. Smith, Esq.
L. E. Smith, Esq.

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The Company receives money on Debenture in sums of £100 and upwards for terms of 3, 5 or 7 years bearing interest at 4 per cent. for 3 years and 4½ per cent. for 5 or 7 years. Interest payable half-yearly by Coupons attached to the Bonds on 15th May and 11th November, or 1st January and 1st July at the option of the investor.

By the Articles of Association the issue of Debentures is restricted to the amount of the uncalled Capital.

Further particulars may be obtained on application to the MANAGER at the Office of the Company, 8, Great Winchester-street, London, E.C.

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